

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
THE CANADA ENERGY REGULATOR (CER)**

AND

BRITISH COLUMBIA UTILITY COMMISSION (BCUC)

(HEREINAFTER REFERRED TO COLLECTIVELY AS THE “PARTICIPANTS”)

WHEREAS, pursuant to the *Canadian Energy Regulator Act*, S.C. 2019, c. 28, the CER regulates aspects of the energy industry in Canada including the construction and operation of international and designated interprovincial Power Lines (IPLs).

WHEREAS, pursuant to the *Utilities Commission Act*, [RSBC 1996] Chapter 473, the BCUC, an independent agency of the Government of British Columbia, is responsible for regulating British Columbia’s energy utilities.

AND WHEREAS the Participants came together to develop an MOU to share information and promote effective cooperation in areas of mutual interest and benefit, and, through the sharing of information and cooperative activities, support the Participants’ in their respective mandates.

FOR THE PURPOSES OF THIS MOU, THE PARTICIPANTS CONCUR AS FOLLOWS:

1. Purpose

The purpose of this MOU is to, on a best efforts basis, enhance information sharing and promote dialogue between the Participants relating to reliability and safety of the bulk electric system with respect to IPLs.

2. Areas of Cooperation and Collaboration

Where possible, the Participants will endeavor to maintain ongoing dialogue via regular communication at least once annually, for the purposes of identifying potential future opportunities for information sharing, cooperation and coordination as well as training and exercise opportunities relating to reliability and safety of the bulk electric system (within the Participants' respective jurisdiction) with respect to IPLs on matters relating to:

- 2.1. Respective regulatory approaches;
- 2.2. Best practices, lessons learned, processes, technology use;
- 2.3. Energy market developments;
- 2.4. Capacity building activities such as training, courses, and conferences;
- 2.5. Specific existing and emerging cross-border energy issues impacting the Participants;
- 2.6. Establishing mechanisms and links for information sharing, taking into account any legal or other constraints on the sharing of protected, classified, privileged and prescribed information;
- 2.7. Assisting with inquiries and joint technical working groups to undertake activities of mutual interest when possible; and
- 2.8. Any other activities that are agreed upon ahead of time and are of mutual benefit and interest.

3. Expected Benefits of Cooperation and Collaboration

Promote industry best practice and efficient regulatory oversight via regular exchange of information and cooperation with respect to:

- 3.1. Regulatory approaches, procedures, and policies; and
- 3.2. Specific cross-border projects such as IPL.

4. Administration of this MOU:

4.1. The following are the titles of each designate and their contact information for the purposes of carrying out this MOU:

FOR THE CER

VP, Field Operations
Canada Energy Regulator
210-517 10 Ave SW
Calgary AB T2R 0A8
Phone: 587-299-3186

FOR BCUC

Executive Director, Energy Supply,
Compliance & Mandatory Reliability
Standards Suite 410, 900 Howe Street
Vancouver, BC V6Z 2N3
Phone: 604-660-4754

5. Disclosure and Use of Information

5.1. The Participants plan to exchange information on energy matters that either are in the public domain or that could be released, where appropriate, without breaching any confidentiality concerns.

5.2. The Participants will treat information exchanged pursuant to this MOU in accordance with all applicable laws and with Government of Canada and Government of British Columbia standards, as it relates to the distribution, maintenance and storage of such information.

6. Disclaimers

6.1. This MOU is not legally binding and does not impose, nor is it intended to impose, any legal commitments on, or give rise to any legal rights not otherwise held by the Participants.

6.2. Each Participant is to pay for its own costs related to the activities under this MOU, subject to the availability of its staff and financial resources.

7. Withdrawal and Termination

7.1. Either Participant may withdraw from this arrangement at any time, by providing at least sixty (60) days' written notice to the other Participant.

7.2. This MOU may be terminated at any time, prior to the explicit termination date, with the mutual written consent of the Participants.

7.3. This MOU shall expire five (5) years from the date of the last Participant's signature.

8. Periodic Review & Amendments

- 8.1. The Participants intend to jointly review this MOU every five (5) years and renew or amend it as required.
- 8.2. The Participants may jointly modify this MOU at any time with the written approval of both Participants. Any amendment to the MOU becomes effective upon the date of the last Participant’s signature, unless otherwise indicated.
- 8.3. Each Participant will notify the other Participant of any change to its enabling legislation, related regulations or policies that may impact this MOU as soon as practicable after having discovered the change.
- 8.4. In the event of a name change of a Participant prior to the termination of the signed MOU, the MOU will remain valid until the termination date.

9. Languages

- 9.1. This agreement is written in English and French, each text being equally valid.

10. Effective Date and Signature

- 10.1. This MOU will commence and take effect upon the date of the last Participant’s signature.
- 10.2. This MOU may be signed in one or more counterparts, each of which is deemed an original, and all of which together constitute the same arrangement.

FOR THE CER

FOR THE BCUC

Original signed by

Original signed by

Gitane De Silva
CEO

David Morton
Chair and CEO

Date: 24 November 2021

Date: November 24, 2021