



Canada's
Pacific Gateway



Government of
Saskatchewan

**BRITISH COLUMBIA - ALBERTA - SASKATCHEWAN
MEMORANDUM OF UNDERSTANDING
COLLABORATION ON ENERGY INITIATIVES**

This Memorandum of Understanding (“**MOU**”) executed this 16th day of December, 2010.

Between:

HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA, as represented by the Minister of Energy (“British Columbia”)

and

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA, as represented by the Minister of Energy (“Alberta”)

and

HER MAJESTY THE QUEEN IN RIGHT OF SASKATCHEWAN, as represented by the Minister of Energy and Resources (“Saskatchewan”)

I. BACKGROUND:

British Columbia, Alberta, and Saskatchewan (hereinafter collectively referred to as “the Provinces”) agree to collaborate in the development and implementation of energy initiatives.

II. PURPOSE:

The Provinces wish to establish a process whereby the Provinces will work collaboratively to coordinate and advance activities to facilitate achievement of energy and economic development priorities.

The purpose of this MOU is to facilitate the pursuit by the Provinces of initiatives involving energy policy, technology, regulatory, infrastructure, communications, development, marketing, conservation or utilization issues.

The MOU will encourage multiple joint initiatives to improve energy resource development, conservation and utilization and to improve the efficiency and competitiveness of the energy sectors in the Provinces.

III. GUIDING PRINCIPLES:

The Provinces agree to a core set of guiding principles to support the successful implementation of the MOU, which include:

Supporting and complementing the New West Partnership by working together in unprecedented ways to benefit the people, businesses and investors in all three jurisdictions;

Seeking opportunities to jointly collaborate with industry, governments and other stakeholders and support initiatives, activities, projects or programs of mutual interest;

Respecting the differences between jurisdictions and recognizing that some actions considered under the MOU may not include full participation from all three provinces, therefore approval by two of the three members of the Steering Committee is required for initiatives to proceed under this MOU; and,

Avoidance of duplication or overlapping activities approved under the New West Partnership Trade Agreement, or the existing British Columbia-Alberta-Saskatchewan MOU for Collaboration on Carbon Capture and Storage Technology and Policy.

IV. ACTIONS:

To meet the purpose of this MOU, the Provinces will work in collaboration to:

- Exchange information on regulatory streamlining and process improvements;
- Promote energy technology development and deployment in the energy sector;
- Promote energy infrastructure of mutual interest;
- Coordinate on strategies for increased market access and market diversification of energy goods;
- Continue to work together to pursue a commercial arrangement for the adoption and implementation of the Petroleum Registry within British Columbia; and
- Exchange information on energy efficiency and alternative energy and promote responsible energy development and use.

V. COORDINATION AND IMPLEMENTATION:

The implementation of this MOU will be overseen by a Steering Committee that will:

1. Identify potential broad areas for collaboration and establish a prioritized work plan;
2. Approve initiatives to be pursued under the MOU;
3. Review and analyze the progress of previously approved activities under the MOU;
4. Identify potential new initiatives to be developed for future consideration under the MOU;
5. Establish processes to develop proposed joint future initiatives, manage approved initiatives and monitor and report on progress of approved initiatives;
6. Discuss energy issues; and
7. Provide joint reports on the results of work conducted under the MOU, as requested by the Ministers and/or Premiers of each of the Provinces.

The Steering Committee will consist of the Deputy Ministers responsible for energy for each of the Provinces or their designate.

Other officials from the Provinces or from other organizations may be invited by mutual agreement to attend all or portions of Steering Committee meetings to assist the Steering Committee in its activities.

The Steering Committee will convene at least twice annually.

Any of the Provinces may identify initiatives to be considered by the Steering Committee.

VI. NO LEGAL OR FINANCIAL OBLIGATIONS CREATED:

It is not intended that this MOU will create legally binding obligations or any kind of legal relationship between the Provinces. This MOU is only a definite expression and record of the purpose and intention of the Provinces.

Nothing in this MOU shall be construed so as to affect the jurisdiction of any of the Provinces.

Each Province will bear its own cost of participating in this MOU.

VII. NOTICES AND REPRESENTATIVES:

For the purposes of the administration of this MOU, any notices to the Provinces will be sent to the following representatives of the Provinces or to any other representatives that a Province may designate in writing.

(a) For British Columbia:

Organization: Ministry of Energy
Address: PO Box 9315, Stn Prov Govt, 1810 Blanshard St., Victoria V8W 9N3
Phone: 250-953-3730
Fax: 250-952-0637
Email: Energy.Minister@gov.bc.ca

(b) For Alberta:

Organization: Department of Energy, External Relations and Advocacy
Address: 5th fl Petroleum Plaza NT, 9945 – 108 Street NW, Edmonton, AB, T6K 2G6
Phone: 780-427-0251
Fax: 780-422-0800
Email: externalrelations.energy@gov.ab.ca

(c) For Saskatchewan:

Organization: Ministry of Energy and Resources
Address: 2103 - 11 Avenue, Regina, SK, S4P 3Z8
Phone: 306-787-2477
Fax: 306-787-2198
Email: Floyd.Wist@gov.sk.ca

Notices for all purposes of or incidental to this MOU shall be effectively given if delivered personally, or sent by registered mail or fax to the representatives of the Provinces.

VIII. TERM AND TERMINATION:

This MOU shall take effect upon signature by all three of the Provinces.

This MOU shall be in effect for a period of five (5) years or until terminated by any of the Provinces with six (6) months notice.

Termination of this MOU will not affect the completion of activities initiated before the notification but not yet completed, unless agreed to.

IX. AMENDMENT AND WAIVER:

This MOU may be amended, and any provision of it may be waived, on the mutual written agreement of all three of the Provinces.

X. SIGNATURE:

Copies bearing original signatures of this MOU will be kept by each party.

This MOU may be executed in counterparts.

The Provinces signify their mutual understanding by the signatures of their respective authorized representatives on the respective dates shown below.

HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA, as represented by the Minister of Energy

Honourable Steve Thomson

Date

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA, as represented by the Minister of Energy

Honourable Ron Liepert

Date

HER MAJESTY THE QUEEN IN RIGHT OF SASKATCHEWAN, as represented by the Minister of Energy and Resources

Honourable Bill Boyd

Date