

MEMORANDUM OF UNDERSTANDING
CONCERNING THE DISCLOSURE OF ENERGY INFORMATION
FROM
THE NATIONAL ENERGY BOARD
TO
STATISTICS CANADA

MEMORANDUM OF UNDERSTANDING CONCERNING THE DISCLOSURE OF ENERGY INFORMATION (the “MOU”)

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Industry, being the Minister for the purposes of the *Statistics Act*, (“Statistics Canada”),

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Chief Operating Officer of the National Energy Board, (the “Board”),

Each a “Participant”, and collectively referred to as the “Participants”

RECITALS:

1. The Board collects information related to energy activities in Canada and between Canada and other countries as part of its mandate;
2. Statistics Canada requires information and statistics related to the energy sector in Canada under the custody and control of the Board for the purposes of carrying out its duties under the *Statistics Act*, R.S.C. 1985, c. S-19 (the “Act”);
3. Section 22 of the Act authorizes the Chief Statistician, under the direction of the Minister, to collect, compile, analyze, abstract and publish statistics in relation to numerous matters which would include electric power and oil and gas activities;
4. The disclosure of the information to Statistics Canada will avoid duplication of collection, thereby reducing the burden on Canadians and the costs of collecting and processing data, and will provide high quality and timely statistics;
5. Section 3 of the Act sets out the duties of Statistics Canada, which include collaborating with departments of government, which, by definition in the Act, include “any department, board, bureau or other division of the Government of Canada or of the government of a province or any agency of either”, in the collection, compilation and publication of statistical information, including statistics derived from the activities of those departments; promoting and developing integrated social and economic statistics pertaining to the whole of Canada and to each of the provinces and territories thereof; and coordinating plans for the integration of such statistics;
6. The Chief Statistician may, pursuant to section 13 of the Act, obtain any documents or records that are maintained in any department or in any municipal office, corporation, business or organization, from which information is sought in respect of the objects of the Act;
7. Subsection 17(1) of the Act protects the confidentiality of the Information;
8. Subsection 24(1) of the *Access to Information Act*, R.S.C. 1985, c. A-1, provides that the head of a government institution shall refuse to disclose any record requested under the *Access to Information Act* that contains information, the disclosure of which is restricted by or pursuant to any provision set out in schedule II. The confidentiality provision of the Act, section 17, being included in schedule II of the *Access to Information Act*, Statistics Canada shall refuse to disclose any records protected by section 17 of the Act, which are requested under the *Access to Information Act*;
9. The Participants wish to ensure that the disclosure of the Information by the Board to Statistics Canada conforms with the statutory requirements referred to above and wish to

establish in writing the conditions and procedures for the release of the Information;

NOW THEREFORE the Participants agree as follows:

1. **DEFINITIONS AND INTERPRETATIONS**

1.1 **Definitions**

In this MOU, a capitalized term has the meaning given to it in this section, unless the context indicates otherwise:

“Data” « Données »

“Data” means the variables listed in Appendix ‘B’.

“Data Custodian” « Administrateur de données »

“Data Custodian” means an employee of Statistics Canada, who is the incumbent of a position designated as Data Custodian by Statistics Canada’s official identified in subsection 11.1 to assume the responsibilities set out in subsection 7.2 of this MOU.

“Deemed Employee” « Personne réputée être employée »

“Deemed Employee” means an individual who is executing duties conferred under the Act and who is deemed to be employed under the Act, pursuant to section 5 or section 10 of the Act.

“Information” « Renseignements »

“Information” means the identifiable Data and selected Paradata disclosed to Statistics Canada pursuant to this MOU, and Statistical Aggregates thereof that could directly or indirectly identify a Person.

“Paradata” « Paradonnées »

“Paradata” means information related to the collection or production process of the Data that is linked to an identifiable Person.

“Person” « Personne »

“Person” means an individual, a corporation incorporated under any Act of Canada or a province or territory, a partnership, an association or an unincorporated business.

“Statistical Aggregates” « Données statistiques agrégées »

“Statistical Aggregates” means outputs produced from the Data and selected Paradata that result from any type of statistical analysis, including but not limited to cross-tabulations, means and medians, and regression model coefficients.

1.2 **Interpretation of Appendices**

This MOU contains the Appendices described below, which form an integral part of this MOU:

- (a) Appendix ‘A’ – Security Requirements
- (b) Appendix ‘B’ – Information to be disclosed

In case of inconsistency or conflict between a provision contained in the part of the MOU preceding the signatures and a provision contained in any of the Appendices to this MOU, the provision contained in the part of the MOU preceding the signatures will prevail.

2. COLLECTION OF INFORMATION

The Participants acknowledge that the Data will be collected by the Board and that the Board will create Paradata required by both Participants.

3. INFORMATION TO BE DISCLOSED

The details on the Information required by Statistics Canada and the time intervals for the provision of the Information to Statistics Canada are outlined in Appendix 'B'.

4. CONFIDENTIALITY AND PROTECTION OF THE INFORMATION

- 4.1 The Board will transmit the Information to Statistics Canada by secure means of transmission.
- 4.2 Statistics Canada will take such steps as are necessary to protect the confidentiality of the Information, in accordance with the security requirements set out in Appendix 'A'.
- 4.3 The Information will be dealt with by Statistics Canada in accordance with the provisions of the Act and any other law which may be applicable.

5. USE OF THE INFORMATION

The Information will be used solely for the purposes of the Act, that is, for statistical and research purposes only.

6. RELEASE OF THE INFORMATION

- 6.1 Statistics Canada will only release or publish Statistical Aggregates that do not directly or indirectly identify a Person, except in accordance with subsection 17(2) of the Act. In addition to the signing of an order by the Chief Statistician:
 - 6.1.1 When disclosing Information pursuant to paragraph 17(2)(a) of the Act, Statistics Canada will:
 - a) obtain a written consent from the Board prior to any disclosure;
 - b) apply the same secrecy requirements to which the Information was subject when collected by the Board.
 - 6.1.2 When disclosing Information pursuant to paragraphs 17(2)(b) and 17(2)(c) of the Act, Statistics Canada will obtain a written consent from the Person to which the Information pertains.
 - 6.1.3 When disclosing Information pursuant to any other paragraph under subsection 17(2) of the Act, Statistics Canada will inform the Board of its intention to release Information prior to the signing of the order by the Chief Statistician.
- 6.2 The Board hereby agrees to the disclosure of the Information by the Chief Statistician to Environment Canada, Natural Resources Canada, and the provincial and territorial statistical offices for their respective jurisdictions, pursuant to paragraph 17(2)(a) of the Act.
- 6.3 Statistics Canada will provide to the Board, upon request, copies of arrangements with organizations to which Statistics Canada intends to disclose Information.
- 6.4 Statistics Canada will direct to the Board any requests for release of the Information not permitted pursuant to the provisions in this MOU.

7. **MONITORING AND COMPLIANCE**

- 7.1 Statistics Canada's official identified in subsection 11.1 will designate an employee as the Data Custodian of the Information.
- 7.2 The Data Custodian will maintain a record of all employees and Deemed Employees who have been granted access to the Information. The audit trail will contain the following information:
- a) File name and reference period (or other information to distinguish different Data files);
 - b) Name of individual to whom access is given;
 - c) Justification for access;
 - d) Name of delegated manager who authorized access and date of authorization; and
 - e) Start and end dates of period for which access is authorized.
- 7.3 Statistics Canada will conduct periodic internal audits or reviews of the use, disclosure, security, retention and disposition of the Information.
- 7.4 Upon request by the Board, Statistics Canada will provide a summary of the audit trail kept by the Data Custodian pursuant to subsection 7.2, and a copy of the reports on the internal audits or reviews prepared pursuant to subsection 7.3.

8. **TERM AND RENEWAL**

- 8.1 This MOU comes into force when signed by both Participants and will terminate after a period of six (6) years beginning on the date of the later signature, unless terminated earlier in accordance with the provisions of section 9.
- 8.2 Statistics Canada may elect to renew and extend the term of this MOU for further periods of six (6) years each by notifying the Board in writing. The renewal will be subject to the Board's consent in writing.

9. **TERMINATION**

This MOU may be terminated for any reason by either Participant upon thirty (30) day notice of termination having been made in writing to the other Participant, or at a time otherwise agreed upon by the Participants. Such termination will take effect on the expiry of the notice period.

10. **RETURN OR DESTRUCTION OF THE INFORMATION**

Should Statistics Canada determine that the Information is no longer required to meet its mandate, the relevant dispositions of the *Library and Archives Act*, as well as Statistics Canada's *Policy on Information Management* will be applied to determine the required retention period of the Information. Once the end of that retention period is reached, Statistics Canada will either destroy the Information or return it to the Board, within the period agreed to in writing by the Participants.

11. **RESPONSIBLE OFFICIALS**

The Participants have designated the officials listed below as the points of contact for the administration of the provisions of this MOU.

11.1 The official for Statistics Canada will be:

Director
Environment, Energy and Transportation Statistics Division
Statistics Canada
Jean Talon Building, 9th Floor
Ottawa, Ontario K1A 0T6

11.2 The official for the Board will be:

Director
Energy Integration Team
National Energy Board
517 10th Avenue S.W.
Calgary, Alberta T2R 0A7

12. **DISPUTE RESOLUTION**

Where a dispute arises as to the interpretation of this MOU or of matters relating to its termination, or of performance hereunder, the officials identified in section 11 will attempt in good faith to resolve the dispute through negotiation. Should negotiation prove unsuccessful, the officials will submit the matter for resolution to the persons occupying the positions of the signatories of this MOU.

13. **NOTICE OF CHANGE**

The Participants undertake to give each other thirty (30) days notice in writing of any changes in their respective programs, policies or legislation which may affect this MOU.

14. **PAYMENT**

Each Participant will be responsible for costs it incurs pursuant to this MOU.

15. **AMENDMENT**

15.1 No amendment to this MOU will be effective unless it is made in writing and signed by the persons occupying the positions of the signatories of this MOU.

15.2 Notwithstanding subsection 15.1, the officials identified in section 11 may amend the appendices, provided the amendment is made in writing and signed by the officials of both Participants.

16. **GENERAL**

16.1 **No Assignment**

Statistics Canada acknowledges that this MOU will not be assigned in whole or in part without the prior written consent of the Board, and any assignment made without such consent will be void and of no effect.

16.2 **Notices**

Unless otherwise specified in the MOU, where in this MOU any notice or other communication is required to be given or made by either Participant, it will be in writing and be effective if sent by registered mail, e-mail, facsimile, postage prepaid or delivered in person, addressed to the respective Participant at the contact information outlined under section 11. Any notice or other communication will be deemed to have been given: if by registered mail when the postal receipt is acknowledged by the other Participant; if by e-mail or facsimile on the day after the e-mail or facsimile was sent; if by mail on the eighth (8th) calendar day following the day of mailing.

16.3 **Survival**

The sections of this MOU regarding restrictions on use, confidentiality, termination and general, and any other provisions which by their nature survive the termination or expiry of this MOU, will survive any termination or expiration of this MOU.

16.4 **Not legally binding**

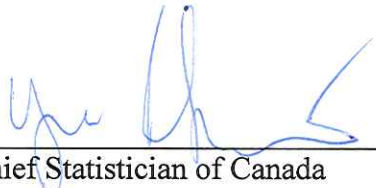
This MOU does not impose any legally binding obligations on either of the Participants and does not create a legal partnership, a joint venture or an agency relationship between the Participants.

16.5 **Counterparts signature**

This MOU may be signed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, this MOU has been signed in both official languages and in duplicate on the dates indicated below.

FOR STATISTICS CANADA:



Chief Statistician of Canada

WAYNE R. SMITH

Print Name



Witness

KAREN MIHOREAN

Print Name

DATED at Ottawa, Province of Ontario, this 9 day of AUGUST 2015
(Month) (Year)

FOR THE BOARD:



Chief Operating Officer

Josee Turcotte

Print Name



Witness

Elaine Howe

Print Name

DATED at Calgary, AB, this 8 day of September 2015
(Month) (Year)

APPENDIX 'A'

SECURITY REQUIREMENTS

Definitions in addition to those definitions found in subsection 1.1 of this MOU:

“Authorized Person” « Personne autorisée »

“Authorized Person” means an individual who is an employee or a Deemed Employee of Statistics Canada, having taken and subscribed the oath or solemn affirmation of office set out in subsection 6 (1) of the Act and having been granted “Reliability” security status, as defined by the *Policy on Government Security*.

“Identified Person” « Personne identifiée »

“Identified Person” means an Authorized Person whose current work-related responsibilities require access to the Information.

“Transportable Media” « Support transportable »

“Transportable Media” means all types of transportable storage media on which data can be saved, including, but not limited to, laptops, CD-ROMs, flash memory sticks and removable hard disks.

“Visitor” « Visiteur »

“Visitor” means an individual, other than an Authorized Person, who has been invited into the secure area by an Authorized Person, as permitted by Statistics Canada’s access policies.

Security Requirements

If the Information is confidential under the Act and designated as “Protected B” under the *Policy on Government Security*, Statistics Canada’s official as designated in subsection 11.1 of this MOU agrees to ensure that adequate protection is in place to provide for the security of the Information. The security requirements described below are the minimum requirements that will be met by Statistics Canada.

Physical Access

1. The Information will be accessed within a secure location that allows unescorted access only to Authorized Persons, and where access is controlled on a 24/7 basis.
2. Access to the Information is limited to Identified Persons. The duties of the Data Custodian, as stated in subsection 7.2 of this MOU, include maintaining an auditable trail on access to the Information by Identified Persons.
3. Escorted Visitors may access the secure area. However, under no circumstances may Visitors be permitted to access the Information.

IT Storage and Transmission

4. All computers with access to the Information will employ logical access controls (passwords) at the device and network level.
5. Where the Information is held on Transportable Media, passwords and full encryption will be used. This applies equally to backups of the Information stored on Transportable Media.
6. The Information cannot be electronically transmitted, except as described in points 7 and 8. Electronic transmission includes transmittal of the Information by facsimile or by e-mail.

7. Servers storing and transmitting unencrypted data, where used, will be located in a secure, controlled-access area, preferably in the same area where the Information is accessed. If located in a separate area, controls will be in place to ensure that only Identified Persons can access the server. Unless the Information is encrypted continuously while outside the secure area, conduit will be used for all cabling and all cross-connect areas will be physically secured.
8. Network firewalls and access rules will be in place to prevent access to the Information, other than to Identified Persons. Information may be stored on and transmitted over networks not meeting these requirements, provided that it is encrypted, except when in use by an Identified Person. Alternatively, the Information may be stored on a stand-alone computer with no external connections, or on a closed network. When a network transmits information that leaves a secure area (for example, when the Authorized Persons are housed in a series of buildings), the Information will be encrypted whenever it is outside the secure area.
9. When encryption is required pursuant to points 5, 7 and 8, encryption will use “Approved Cryptographic Algorithms” of the Communications Security Establishment Canada.

Physical Storage

10. When not in use, Transportable Media containing the Information will be stored in secure containers. This applies equally to backups of the Information.
11. The Information will not be removed from the secure area (as described in point 1, above) in any format (e.g., printouts, Transportable Media, etc.), except pursuant to subsections 6.1 and 6.2 of this MOU, and as described in points 7 and 8 above.
12. When not in use, printed documents containing the Information will always be stored in secure containers.

Information Copying and Retention & Record Management

13. Copies and extracts of the Information may only be made for the purposes of carrying out work as covered by this MOU. When no longer needed, any such copies or extracts will be destroyed in a secure manner (as per points 14 and 15 below).
14. Paper documents containing the Information will be destroyed (shredded) in a secure manner before disposal. Any destruction will occur within the secure area.
15. All electronic storage media used in the processing of the Information, including all back-up, Transportable Media, photocopiers and other electronic media where the information has been electronically stored will be sanitized or destroyed when disposing of such media or when return or destruction of the Information is required pursuant to section 10 of this MOU. Any destruction will occur within the secure area.

These security requirements reflect the minimum requirements applicable to all data files held by Statistics Canada pursuant to the Act and are communicated to all employees and Deemed employees prior to them accessing any confidential data.

APPENDIX 'B'

INFORMATION TO BE DISCLOSED

The Board will provide the following information to Statistics Canada at the frequency indicated below:

1. Natural Gas Monthly and YTD Summary by Port - Exports	Monthly
2. Natural Gas Monthly and YTD Summary by Port - Imports	Monthly
3. Natural Gas Monthly Summary for Year	Monthly
4. Natural Gas Monthly Average Daily Market Prices	Monthly
5. LNG Shipment Details	Monthly
6. Detailed Yearly Line Summary Report – Propane and Butane	Yearly
7. Refined Petroleum Products – Monthly Exports by Destination	Monthly
8. Crude Oil Export Price Delta	Monthly
9. Total Crude Oil Exports	Monthly
10. Crude Oil Exports by Transport Type (Truck, Rail and Marine)	Monthly
11. Crude Oil Monthly Exports by Sweetness and Destination Market	Monthly
12. Electricity Imports and Exports	Monthly
13. Export Summary Report by Source, Authorization and Exchange Type (Table 2A)	Monthly
14. Import Summary Report by Destination, Authorization and Exchange Type (Table 2B)	Monthly