

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
CANADA'S NATIONAL ENERGY BOARD**

AND

**THE UNITED STATES ENERGY INFORMATION ADMINISTRATION
(HEREINAFTER REFERRED TO COLLECTIVELY AS THE "PARTICIPANTS")**

WHEREAS, the National Energy Board's (NEB) regulatory mandate includes the monitoring of North American energy markets to understand the changes in relationships between energy supply, demand, infrastructure and prices, and the development of market intelligence with respect to energy data and studies on specific energy issues in support of the Board's status as a quasi-judicial independent tribunal;

WHEREAS, the U.S. Energy Information Administration (EIA) is the statistical agency of the U.S. Department of Energy (DOE). EIA collects, analyzes, and disseminates independent and impartial energy information to promote sound policy-making, efficient markets, and public understanding of energy and its interaction with the economy and the environment;

WHEREAS, the NEB and EIA collect and publish energy information with respect to oil and natural gas exploration, and production and transportation activities, and electricity transmission, and therefore have mutual interests with respect to information collection, management, and interpretation of this information;

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

THE PARTICIPANTS HAVE REACHED THE FOLLOWING UNDERSTANDING:

1. Purpose

The purpose of this MOU is to enhance information sharing and cooperation between the Participants related to the collection, management and interpretation of energy information.

2. Areas of Cooperation and Coordination of Activities

- 2.1. The Participants intend to cooperate through ongoing information exchanges on their respective energy information collection initiatives, analytical best practices and techniques and administrative frameworks.
- 2.2. Activities to be coordinated under this MOU may include providing input in each other's studies and collaboration on energy information projects. The Participants concur that they intend to actively explore opportunities for collaboration.
- 2.3. Cooperative activities may also include meetings, exchanges of information and staff, and other activities that are of mutual interest and benefit.

3. General

- 3.1. The Participants intend to maintain communication by phone or email, and to meet as needed, for the purposes of identifying potential future opportunities for information sharing, cooperation and coordination.
- 3.2. The Participants intend to encourage staff within their respective organizations to informally exchange information, as appropriate, within their specific areas of responsibility, on an ongoing basis.
- 3.3. The Participants intend to jointly determine, in writing, specific activities to be carried out under this MOU before their realization, and to jointly review and coordinate these activities.

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 CANADA'S NATIONAL
ENERGY BOARD:**

Director, Energy Integration
517 10th Ave SW
Calgary, Alberta T2R 0A8
(403) 292-4800

**FOR THE UNITED STATES
ENERGY INFORMATION**

ADMINISTRATION:
Senior Advisor
1000 Independence Ave SW
Washington, DC 20585
(202) 586-7111

5. Disclosure and Use of Information

- 5.1. The Participants plan to exchange information on energy matters that are in the public domain in the United States or Canada.
- 5.2. The Participants understand that any arrangement between them to preserve the confidentiality and privacy of information is subject to the applicable laws, rules and regulations of their respective countries.
- 5.3. The Participants should not disclose to a third party any information exchanged in confidence between them without the express written authorization of the originating Participant or as otherwise required by the applicable laws, rules and regulations of their respective countries.

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

7. Discontinuation

- 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, with the mutual written consent of the Participants.

8. Duration, Review and Modification

- 8.1. The Participants intend to jointly review this MOU every three (3) 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 intends to 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 identified the change.

Signed in duplicate, in the English and French languages, both versions being equally authentic.

**FOR CANADA'S NATIONAL
ENERGY BOARD:**



**Peter Watson
Chair and Chief Executive Officer**

Date: 24 May 2016

Place: Calgary, AB

**FOR THE UNITED STATES ENERGY
INFORMATION ADMINISTRATION:**



**Adam Sieminski
Administrator**

Date: May 4, 2016

Place: Washington, DC