

**Memorandum of Understanding
between
the Market Surveillance Administrator of Alberta
and the Commissioner of Competition of the Competition Bureau**

Introduction

The Market Surveillance Administrator of Alberta (the “MSA”) and the Competition Bureau (the “Bureau”) wish to acknowledge their important ongoing relationship and to recognize that continued cooperation can contribute to improved delivery of each of the MSA’s and the Bureau’s (the “Agencies”) respective mandates. It can also assist stakeholders by minimizing regulatory burden where the Agencies’ mandates overlap.

The MSA is an independent public agency established by the Government of Alberta under the *Alberta Utilities Commission Act* with the responsibility to protect and promote the fair, efficient and openly competitive operation of Alberta’s wholesale electricity market and its retail electricity and natural gas markets (“Alberta energy markets”). The MSA has monitoring, investigative and enforcement roles within Alberta energy markets pursuant to the *Alberta Utilities Commission Act*, the *Electric Utilities Act*, the *Gas Utilities Act*, the *Fair, Efficient and Open Competition Regulation*, the *Market Surveillance Regulation* and other related regulations. Under its mandate, the MSA has an obligation to notify other bodies, including the Commissioner of Competition, of matters falling within their jurisdiction.

The Bureau is an independent law enforcement agency that ensures that Canadian businesses and consumers prosper in a competitive and innovative marketplace. Headed by the Commissioner of Competition, the Bureau is responsible for the administration and enforcement of the *Competition Act*, the *Consumer Packaging and Labelling Act* (except for enforcement as it relates to food), the *Textile Labelling Act* and the *Precious Metals Marking Act*.

Understanding

The Agencies each play an important role in Alberta energy markets, and establish this Memorandum of Understanding (the “MOU”) to enhance their mutual interests and to develop a framework for cooperation to assist in the effective delivery of their mandates in these markets in order to benefit stakeholders. To achieve the purpose of this MOU, each Agency agrees to promote the benefits of, and to encourage, cooperation with the other Agency throughout all levels of its organization.

Where appropriate and subject to their respective confidentiality obligations, the Agencies will liaise, cooperate and coordinate their activities including, but not limited to, through:

- a) notifying the other Agency with respect to a matter that is materially relevant to the other Agency, and that could be carried out by the other Agency under its mandate, and exchanging timing and other procedural information related to such matters. The Agencies will endeavour to provide notification as soon as practicable and, if relevant, on an ongoing basis;

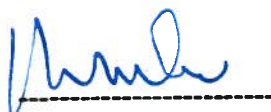
- b) undertaking cooperative enforcement activities, including exchanging information, if conduct harming competition in Alberta energy markets would be most effectively addressed by way of mutual investigation, litigation or other enforcement action;
- c) sharing of relevant information and intelligence in relation to:
 - i. regulatory and investigatory approaches and practices, including major developments in competition case law, and
 - ii. market monitoring activities and other Alberta energy market developments of mutual interest to both Agencies;
- d) considering and implementing of any appropriate opportunities for collaboration between the Agencies in training, staff development, or staff exchanges;
- e) undertaking joint education or advocacy activities relating to competition issues in Alberta energy markets which are of mutual interest to the Agencies; and
- f) meeting annually at the senior management level to discuss the items enumerated above and to explore further opportunities for cooperation and collaboration.

Confidentiality

The Agencies will not exchange information if doing so would contravene any relevant legislation, policies or guidance documents. Each Agency will maintain the confidentiality of any information obtained from the other and will notify the other should it receive a request from a third party for disclosure of such information. Neither Agency will disclose any confidential information obtained from the other Agency to any third party, without the written consent of the other Agency, except as required by law. Where disclosure is required by law, the Agency required to disclose the confidential information will give notice to, and consult with, the other Agency on how to protect their interests and the interests of any third party whose information is to be disclosed. The Agency will give this notice as soon as it becomes aware of the disclosure requirement.

Conclusion

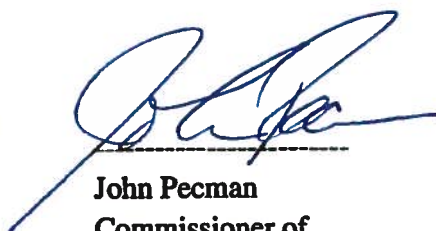
This MOU will take effect on the date of the final signature and will be reviewed within five years from that date. Either Agency may terminate this MOU by providing written notice to the other Agency at least 30 days in advance. This MOU may be amended upon the mutual written consent of the Agencies.



Harry Chandler
Market Surveillance
Administrator

2014.02.28

Date



John Pecman
Commissioner of
Competition

Feb. 27/14

Date