

MEMORANDUM OF UNDERSTANDING

BETWEEN:

British Columbia Safety Authority
(hereinafter referred to as "Technical Safety BC")

AND:

British Columbia Utilities Commission
(hereinafter referred to as the "Commission")

(Collectively known as the "Parties")

This Memorandum of Understanding ("MOU") forms the basis for a cooperative working relationship between Technical Safety BC and the Commission, and outlines the intent of the Parties to expand upon areas of cooperation for the purpose of improving safety across British Columbia.

WHEREAS Technical Safety BC is an independent not for profit authority constituted under the *Safety Authority Act* with delegated authority under the *Safety Standards Act* to oversee the safe installation and operation of regulated technical systems and equipment in British Columbia.

AND WHEREAS Technical Safety BC has a mandate to carry on activities throughout British Columbia that foster safety in the design, manufacture, disposal, construction, installation, operation, maintenance and use of technical products, equipment, systems and railways.

AND WHEREAS the Commission is an independent agency of the Government of British Columbia, constituted under the *Utilities Commission Act*, that is responsible for regulating BC's energy utilities, the Insurance Corporation of BC's compulsory automobile insurance rates, intra-provincial pipelines and the reliability of the electrical transmission grid.

AND WHEREAS the Commission has general supervision of all public utilities and is responsible for ensuring British Columbians receive safe, reliable services at fair rates from the entities they regulate.

AND WHEREAS Technical Safety BC and the Commission have a common interest to work together on: issues and opportunities of benefit to both parties, ensuring the safety of British Columbians, and the strategic goals of efficiency and advancing safety.

Technical Safety BC and the Commission wish to enter into this MOU, in good faith, to enable both parties to carry out their responsibilities in a comprehensive and coordinated manner, without compromising the independence of either party, and within the provisions of applicable legislative authorities governing privacy and access to information. Given the foregoing, it is mutually understood that:

Collaboration

1. In exercising their statutory responsibilities and powers in situations where their jurisdictions overlap, Technical Safety BC and the Commission will, as much as

possible, operate cooperatively and in a coordinated manner to promote their respective mandates.

2. Technical Safety BC and the Commission will, as much as possible, provide timely notification and appropriate consultation whenever the activities and responsibilities of one party directly affect the activities and responsibilities of the other.
3. Technical Safety BC and the Commission will, as much as possible, consult with each other in advance where proposed policies, regulation or public communications may affect the other.
4. Technical Safety BC and the Commission will explore opportunities where mutual benefit may exist for the development, delivery, and ongoing maintenance of products and services.
5. Technical Safety BC and the Commission will inform each other in a timely manner about critical issues or initiatives arising within their respective mandates which could have potential effects on each other's mandates, operations or stakeholders.
6. Where either Technical Safety BC or the Commission become aware of an incident that both parties are considered to have the authority to investigate, or the other party has rightful authority to investigate, they will notify the other party as soon as possible.
7. Technical Safety BC and the Commission will make all reasonable efforts to keep each other informed of significant risks or emerging trends involving electrical equipment of interest to the other party which includes, but is not limited to, hazards, incidents, and non-compliances.
8. Technical Safety BC and the Commission may cooperate in the delivery of compliance and enforcement programs and will endeavour to advise one another when taking significant compliance actions against a client that may also be regulated by the other party.
9. The Parties will encourage employees from each respective organization to consult on areas of mutual interest.

Other Matters

10. Nothing in this MOU precludes or supersedes any legal requirement that either party must fulfill under their governing legislation.
11. Any information exchanged between the Parties will be kept strictly confidential by the receiving party. The Parties acknowledge that they are subject to the *Freedom of Information and Protection of Privacy Act* and that any exchange of information is subject to applicable legal obligations that require or prohibit the disclosure of information.
12. Any information exchanged pursuant to the MOU will be maintained, retained, and disposed of in accordance with the provisions of the *Freedom of Information and Protection of Privacy Act*.

13. This MOU constitutes the entire MOU between Technical Safety BC and the Commission. It supersedes all previous negotiations, communications, and other agreements between Technical Safety BC and the Commission relating to the subject matter hereof.
14. This MOU is made in good faith and in the spirit of cooperation. It is not legally binding and is not to be used in any legal or other proceedings.
15. The Parties remain independent and nothing in this MOU creates a partnership, agency, or joint venture between the Parties.
16. At any time, Technical Safety BC and the Commission may agree to amend the terms of this MOU or add appendices to this MOU. Amendments to the MOU, including any appendices added hereto, will be in writing, dated, and executed on behalf of the parties. Once executed, such amendments will form a part of this MOU.
17. The Parties will review this MOU every three years and will restate as is or make amendments as necessary. Unless restated, replaced or otherwise terminated, this MOU will remain in effect.
18. Either party can terminate this MOU by giving two months written notice of termination to the other party. In addition the parties may agree to terminate this MOU at any time with the concurrence of the parties by an exchange of letters.

This MOU is effective as of DEC 17, 2018.



Catherine Roome
President & CEO
British Columbia Safety Authority



David M. Morton
Chair & CEO
British Columbia Utilities Commission

December 17/2018

Date

DEC 17/2018

Date

