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**AMENDED AND RESTATED AGREEMENT
ON THE IMPLEMENTATION OF THE QUÉBEC
RELIABILITY STANDARDS COMPLIANCE MONITORING AND
ENFORCEMENT PROGRAM**

BETWEEN

Régie de l'énergie, a public body established under the *Act respecting the Régie de l'énergie* (CQLR, c. R-6.01) (the "Act") with headquarters at Tour de la Bourse, P.O. Box 001, 800 rue du Square Victoria, 2nd Floor, Suite 2.55, Montréal, Québec H4Z 1A2, acting through Jocelin Dumas, Chair, duly authorized pursuant to section 85.4 of the Act,

hereinafter referred to as "the Régie"

AND

North American Electric Reliability Corporation, a corporate body established under the *New Jersey Nonprofit Corporation Act*, New Jersey Statutes Title 15A, with headquarters at Atlanta Financial Center, 3353 Peachtree Road, N.E., Suite 600, Atlanta, Georgia, United States, 30326, acting through James B. Robb, President and Chief Executive Officer, duly authorized pursuant to Article VI, Section 1, of the *Bylaws of the North American Electric Reliability Corporation*,

hereinafter referred to as "NERC"

AND

Northeast Power Coordinating Council, Inc., a corporate body established under Section 402 of the *New York State Not-for-Profit Corporation Law*, with headquarters at 1040 Avenue of the Americas, 10th floor, New York, New York, United States, 10018, acting through Charles Dickerson, President and Chief Executive Officer, duly authorized pursuant to the *Amended and Restated Bylaws of Northeast Power Coordinating Council, Inc.*,

hereinafter referred to as "NPCC."

WHEREAS the Government of Québec pursuant to section 85.4 of the Act, has, through decree number 443-2009 of April 8, 2009, authorized the Régie to enter into an agreement with NERC and NPCC, which agreement was signed on May 8, 2009;

WHEREAS the agreement of May 8, 2009, provided for the entering into a second agreement that set out all the understandings reached by the Régie, NERC and NPCC with respect to the implementation of the "Québec Reliability Standards Compliance Monitoring and Enforcement Program" (the "QCMEP"), and that the second agreement was executed on September 24, 2014 (the "2014 Agreement");

WHEREAS in accordance with the 2014 Agreement, the Régie, NERC and NPCC carried out their undertakings with respect to the implementation of the QCMEP;

WHEREAS certain processes described in the QCMEP do not correspond anymore to the current practices in regard to reliability standards compliance monitoring and enforcement in North America;

WHEREAS the Régie, NERC and NPCC mutually agreed to amend the QCMEP in order to reflect these practices;

1 **WHEREAS** in accordance with the 2014 Agreement, any amendment to the QCMEP is
2 subject to prior agreement between the parties;

3
4 **WHEREAS** this amended and restated agreement (the “Agreement”) and the amended and
5 updated QCMEP take into account the comments received by the Régie in the course of the
6 consultation process of the Registered Entities;

7
8 **WHEREAS**, pursuant to section 85.4 of the Act, NPCC and NERC will carry out inspections
9 or investigations provided for under Division II of Chapter III of the Act, in accordance with
10 the QCMEP;

11
12 **WHEREAS** the Régie holds the documents relating to the activities of the QCMEP and
13 preserves and archives such documents, and that NPCC and NERC, for the performance of
14 their responsibilities, must have secure access to the computer system established by the
15 Régie for the purposes of the QCMEP;

16
17 **NOW THEREFORE**, the Régie, NERC and NPCC agree as follows:

18 19 20 **1. INTERPRETATION**

21 22 **1.1 Exclusivity and Scope of Agreement**

23
24 This Agreement sets out all the understandings reached by the parties with respect to
25 implementation of the QCMEP, which describes the means by which NPCC and NERC will
26 make inspections and investigations.

27
28 The Agreement supplements the agreement signed on May 8, 2009, and succeeds to the 2014
29 Agreement insofar as it defines the mandates that the Régie continues to grant to NERC and
30 NPCC for the implementation of the QCMEP. All documents relating to monitoring of
31 compliance and the enforcement of electric power transmission standards, including the
32 QCMEP, are available on the Régie’s website.

33
34 The Agreement should not be construed as delegating the Régie’s powers to NERC and
35 NPCC, whose services have been retained in view of their expertise in the assessment and
36 monitoring of electric power transmission Reliability Standards.

37
38 The parties acknowledge that they have received a copy of the QCMEP, have read it and
39 consent to all the terms and conditions stipulated in it.

40 41 **1.2 Governing Law and Competent Jurisdiction**

42
43 The Agreement is governed by the laws of Québec, and the courts of Québec shall have
44 exclusive jurisdiction to settle any disputes arising therefrom.

45 46 **1.3 Headings**

47
48 The headings of the Agreement are for convenience of reference only and shall not define,
49 limit, or otherwise affect any of the terms or provisions thereof.

50 51 52 **2. REPRESENTATIVES**

53
54 For the purposes of the application of the Agreement, the Régie designates Félix Turgeon,
55 Executive Director, Planning and Regulation, as its representative. NERC and NPCC
56 designate Sônia C. Mendonça, Senior Vice President, General Counsel, and Corporate
57 Secretary and Charles Dickerson, President and Chief Executive Officer, as their respective
58 representative. Each of the parties undertakes to expeditiously give notice to the other parties
59 of any change in its representative.

1 **3. PURPOSE OF THE AGREEMENT**

2
3 Further to the changes to the QCMEP, the Régie continues to retain the services of NERC
4 and NPCC to monitor and assess the compliance of Registered Entities in Québec with the
5 Reliability Standards adopted by the Régie with respect to electric power transmission in
6 Québec in accordance with the Implementation Plan prepared by NPCC and submitted each
7 year to the Régie for approval after prior review by NERC.
8

9
10 **4. UNDERTAKING OF THE RÉGIE**

11
12 The Régie maintains the Data Repository for the implementation of activities relating to
13 monitoring and the enforcement of electric power transmission Reliability Standards and the
14 filing of documents relating to the QCMEP.
15

16 The Régie grants NERC and NPCC secure access to information in the Data Repository for
17 the performance of their respective duties under the Agreement and the QCMEP.
18

19 The Régie provides NPCC and NERC remote access to Non-Public Information on the Data
20 Repository for the performance of their respective duties.
21

22 With respect to audits of NPCC, the Régie undertakes to ensure the scope, schedule and
23 frequency of audits are reasonable.
24

25
26 **5. UNDERTAKINGS OF NERC AND NPCC**

27
28 **5.1** NPCC implements the QCMEP and makes relevant recommendations to the Régie.
29

30 **5.2** NPCC reports to the Régie its assessment as to whether a Registered Entity may have
31 failed to comply with the Reliability Standards adopted by the Régie. It also submits to the
32 Régie its recommendations with respect to the actions to be taken to ensure compliance with
33 the Reliability Standards, including recommendations on financial penalties or sanctions.
34

35 **5.3** NPCC recommends financial penalties or sanctions to the Régie on the basis of the
36 Sanction Guide for the Enforcement of the Reliability Standards in effect in Québec.
37

38 **5.4** NPCC examines the Mitigation Plan submitted by the entity concerned and makes a
39 recommendation to the Régie, upon which the Régie makes a decision in accordance with
40 section 85.12 of the Act.
41

42 **5.5** NPCC makes a recommendation, after consulting the Reliability Coordinator, to the
43 Régie concerning the need to order Remedial Actions, upon which the Régie will make a
44 decision in accordance with section 85.12.1 of the Act.
45

46 **5.6** In the performance of the responsibilities assigned to it by the Régie, NPCC is
47 authorized to issue notices, require documents, conduct investigations and inspections, and,
48 upon reasonable notice, enter the premises of a Registered Entity at any reasonable hour in
49 connection with QCMEP-related activities.
50

51 **5.7** NERC ensures continuity of the QCMEP in the event that NPCC withdraws from the
52 Agreement or the Régie determines, after consultation with NERC, that NPCC does not
53 conform to the essential obligations set forth in the Agreement or the essential obligations
54 set forth in the applicable provisions of the QCMEP. In this event, all the provisions of the
55 Agreement that apply to NPCC apply to NERC, or to another regional entity with delegated
56 authority from NERC to which the Régie and NERC mutually agree to assign NPCC's
57 responsibilities.
58

59 **5.8** NERC oversees the services provided by NPCC in connection with the QCMEP.
60

1 **5.9** Upon request by the Régie and at a schedule agreed upon by NERC and the Régie,
2 NERC conducts an audit to assess the performance of NPCC's work with respect to the
3 QCMEP requirements.
4

5 **5.10** After a request by the Régie for an audit of NPCC by NERC, NPCC agrees with the
6 Régie on a reasonable schedule for the audit given its scope.
7

8 **5.11** When processing information, NPCC and NERC implement data management
9 methods that address data integrity, data retention, data security and data confidentiality.
10 NPCC and NERC file management policies must include systematic and orderly procedures
11 for the retention and destruction of electronic and hard-copy data relating to the QCMEP
12 consistent with the legal and regulatory provisions applicable in Québec.
13

14 **5.12** At the completion of a monitoring or investigation process, NPCC and NERC shall
15 destroy all information and data they hold in connection with the process after filing on the
16 Data Repository any such information or data necessary to ensure that the Data Repository
17 contains all useful information pertinent to the process. Such information shall be retained
18 by the Régie for consultation as required. NPCC and NERC shall preserve all confidentiality
19 markings in the information and data they handle.
20

21 **5.13** With the exception of the Reliability Standards and unless the Régie instructs
22 otherwise, NERC and NPCC shall provide English and French versions of the information
23 collection forms and documentation connected with the implementation of the QCMEP to
24 allow them to be posted on the Régie's website and integrated into the Data Repository, if
25 applicable.
26

27 **5.14** NERC and NPCC shall ensure that, with respect to the implementation of the
28 QCMEP, all communications in writing with Registered Entities and all documents
29 submitted to them and to the Régie are in French.
30

31 **5.15** Any meeting between NPCC or NERC and a Registered Entity, during a Compliance
32 Audit, Compliance Investigation or any other activity provided for in the QCMEP, must be
33 held in Montréal or elsewhere in Québec with simultaneous translation into French, unless
34 the participants agree otherwise.
35

36 **5.16** Hearings held by the Régie as part of the QCMEP shall take place in the Régie's
37 offices in Montréal. Hearings relating to a Non-Compliance shall be held behind closed
38 doors. NPCC may attend such hearings, even if NPCC is not requested to attend such
39 hearings by the Régie pursuant to Section 9b. NERC may attend such hearings on Non-
40 Compliances found during a Compliance Investigation it led, even if it not requested to attend
41 such hearings by the Régie pursuant to Section 9b.
42

43 **5.17** If the Régie holds a hearing relating to a Non-Compliance with a Reliability Standard,
44 NPCC makes available in the Régie's offices, for consultation and reproduction by the entity
45 concerned, all the information relevant to the Non-Compliance that was prepared or obtained
46 during the process leading to the hearing, with the exception of any document or part of a
47 document that contains Privileged Information.
48

1 **6. SERVICES PROVIDED**

2
3 **NERC**

4
5 **6.1** NERC provides guidance to NPCC with respect to the ERO Enterprise
6 implementation plan; this plan specifies the Reliability Standards associated to the ERO
7 Enterprise risk elements.

8
9 **6.2** Each year, NERC reviews NPCC's annual Implementation Plan to ensure that it is
10 consistent with ERO Enterprise's annual implementation plan and applies fairly and
11 impartially.

12
13 **6.3** NERC assesses NPCC's non-public *QCMEP Annual Implementation Report*
14 annually and submit its assessment to the Régie by April 1.

15
16 **6.4** NERC shall develop and provide training in auditing skills to all people who
17 participate in NPCC's Compliance Audits. Training for NPCC personnel or others who serve
18 as Compliance Audit team leaders shall be more extensive than training for technical subject
19 matter experts. Training for technical subject matter experts and NPCC personnel may be
20 delegated to NPCC.

21
22 **6.5** Upon request by the Régie, NERC shall lead a Compliance Investigation.

23
24
25 **NPCC**

26
27 **6.6** NPCC monitors and assesses compliance with the Reliability Standards in accordance
28 with the QCMEP.

29
30 **6.7** NPCC ensures that it has sufficient and competent resources to meet its assigned
31 QCMEP-related responsibilities, including the necessary personnel to manage and
32 implement the program.

33
34 **6.8** NPCC may, with agreement from the Régie, call upon technical subject matter experts
35 or NPCC personnel to benefit from their expertise during compliance-related activities. Such
36 persons must not have any conflict of interest or any financial interest connected with the
37 outcome of their involvement in such activities, and will be considered representatives of
38 NPCC when carrying out such activities.

39
40 **6.9** The technical subject matter experts or NPCC personnel must have successfully
41 completed the auditor training provided by NERC or NPCC before taking part in a
42 Compliance Audit or Compliance Investigation as a member of an audit or investigation
43 team.

44
45 **6.10** In addition, NPCC may consult technical subject matter experts and NPCC members
46 or NPCC committee members with expertise in compliance-related activities. Such persons
47 must not have any conflict of interest or any financial interest connected with the outcome of
48 their involvement in such activities, and must comply with appropriate confidentiality rules.
49 Such persons may not, however, rule on the existence of a Non-Compliance or the relevance
50 of financial penalties or sanctions, or Remedial Actions, or provide opinions on Mitigation
51 Plans or proposed settlements submitted by the entities concerned.

52
53 **6.11** NPCC provides NERC with its annual Implementation Plan by October 1 of each
54 year, or on another date as agreed by the parties.

55
56 **6.12** By November 1 of each year, or on another date as agreed by the parties, NPCC
57 submits its Implementation Plan for the following calendar year, or the remainder of the
58 current year as appropriate, to the Régie for approval, after prior review by NERC. Once
59 approved by the Régie, this Implementation Plan and NPCC's other relevant compliance
60 documents shall be made available on the Régie's website.

1 **6.13** NPCC provides the non-public *QCMEP Annual Implementation Report* to the Régie,
2 with a copy to NERC, by March 1 regarding how it carried out its responsibilities in the
3 previous calendar year, the effectiveness of the QCMEP, and changes suggested to correct
4 any deficiencies identified.
5

6 **6.14** NPCC provides the Régie and NERC with reports and non-public summary status
7 reports, as specified in QCMEP Section 8. All reports are available in the Data Repository.
8

9 **6.15** In the provision of its services, NPCC uses the following processes, in accordance
10 with the QCMEP and the Régie's orders: (1) Compliance Audits, (2) Self-Certifications,
11 (3) Spot Checks, (4) Compliance Investigations, (5) Non-Compliance Self-Report,
12 (6) Periodic Data Submittals, and (7) investigations following a Complaint. These processes
13 are described in the QCMEP; the latter also includes definitions of certain terms used in this
14 Agreement.
15

16 **7. MITIGATION PLANS FOR VIOLATIONS AND NON-COMPLIANCES**

17 NPCC assesses the Mitigation Plan submitted by the Registered Entity and makes its
18 recommendations to the Régie, which disposes of the matter in accordance with section 85.12
19 of the Act. The process, with respect to the submission and the implementation of a
20 Mitigation Plan, is detailed in the QCMEP.
21
22

23 **8. REMEDIAL ACTIONS**

24 The Régie may order a Registered Entity to perform Remedial Actions when an inspection
25 or inquiry reveals that the Registered Entity is in Non-Compliance with a Reliability Standard
26 and is thus seriously compromising the reliability of electric power transmission. The process
27 with respect to the Remedial Actions is described in the QCMEP.
28
29

30 **9. RESOURCES**

31 NERC and NPCC undertake to:
32

- 33 a. Have competent resources that are qualified to ensure implementation of the
34 QCMEP;
- 35 b. Make available to the Régie staff members or other individuals whose services were
36 retained in connection with the QCMEP when hearings or meetings with Registered
37 Entities are held;
- 38 c. Designate a staff member qualified to respond within five (5) business days to
39 requests from the Régie relating to activities under this Agreement.
40
41
42
43

44 NPCC also undertakes to have competent resources that are qualified to monitor the Régie's
45 orders related to the QCMEP.
46

47 The Régie undertakes to:
48

- 49 i. Designate a staff member who is thoroughly familiar with the QCMEP and the
50 Reliability Standards to serve as the contact for NERC and NPCC; and
51
- 52 ii. Inform NERC and NPCC in a timely fashion of any applicable amendments to the
53 law applicable in Québec affecting the terms of this Agreement and make available
54 legal counsel for any discussion of the scope of such amendments.
55
56
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1 **11. REMUNERATION**

2
3 NERC and NPCC are remunerated at the beginning of each quarter for services under the
4 May 8, 2009 agreement and this Agreement. Hydro-Québec TransÉnergie and the Régie split
5 the payment as per the provisions of section 5 of the agreement of May 8, 2009.
6

7 In addition to this remuneration, the parties agree that reasonable fees incurred by NERC and
8 NPCC for any simultaneous translation or translation of documents related to the delivery of
9 services by NERC and NPCC shall be reimbursed by the Régie. These translation services
10 are billed at cost to the Régie at the end of each quarter by NERC and NPCC, separately.
11 Certain translation services, such as, but not limited to, the fees incurred by NERC and NPCC
12 for the services of interpreters in the event of an upcoming monitoring process, may be billed
13 prior to the commencement of the process. Terms of payment are net 30 days after receipt of
14 the invoice.
15

16
17 **12. DECLARATIONS**

18
19 NERC and NPCC do hereby declare that no applicable law, contract or other legal obligation
20 prevents them from executing the Agreement and fulfilling their obligations hereunder.
21

22 The Régie declares that it has been duly authorized by the Government of Québec to enter
23 into the Agreement, pursuant to section 85.4 of the Act.
24

25
26 **13. TERM, TERMINATION, AND AMENDMENT**

27
28 The Agreement is effective as of the date of the last signing by the parties.
29

30 Any party may terminate the Agreement upon one (1) year's notice to the other parties
31 concerned.
32

33 This Agreement may only be amended upon an agreement reduced to writing, executed by
34 the parties, and authorized by the government of Québec.
35

36
37 **14. DEFAULT AND CURE**

38
39 Upon the failure of a party to perform or observe any obligation of the Agreement, the
40 non-breaching party shall give written notice of such breach to the breaching party (the
41 "Default Notice"). Subject to a suspension of the following deadlines as specified below, the
42 breaching party shall have thirty (30) days from receipt of the Default Notice within which
43 to cure such breach.
44

45 If such breach is not capable of cure within thirty (30) days, the breaching party shall
46 commence such cure within thirty (30) days after notice and continuously and diligently
47 complete such cure within ninety (90) days from receipt of the Default Notice.
48

49 If cured within such time, the breach specified in such notice shall cease to exist.
50

51 Subject to the limitation specified in the following sentence, if a breach is not cured within
52 the period provided for, the non-breaching party shall have the right to declare a default and
53 terminate the Agreement by written notice at any time until cure occurs, and be relieved of
54 any further obligation hereunder. The deadlines for cure and the right to declare a default and
55 terminate the Agreement shall be suspended during the pendency of any efforts or
56 proceedings in accordance with Section 14 of the Agreement to resolve a dispute.
57

58 Termination of the Agreement does not extinguish any obligation existing at the time of the
59 termination.
60

1 **15. DISPUTE RESOLUTION**

2
3 If a dispute arises under the Agreement, representatives of the parties with authority to settle
4 the dispute shall meet and confer in good faith in an effort to resolve the dispute in a timely
5 manner. In the event the designated representatives are unable to resolve the dispute within
6 thirty (30) days or such other period as the parties may agree upon, each party shall have all
7 rights to pursue all remedies, except as expressly limited by the terms of the Agreement. No
8 party shall have the right to pursue other remedies until the dispute resolution procedure of
9 this Section 14 has been exhausted.

10
11
12 **16. MEDIATION AND ARBITRATION**

13
14 Any claim, controversy, or dispute arising between the parties with respect to the Agreement,
15 shall be referred to non-binding mediation for resolution administered by the International
16 Centre for Dispute Resolution (ICDR - Canada) under its Canadian Mediation Rules, before
17 resorting to arbitration, litigation or some other dispute resolution procedure. If such
18 mediation effort is not successful in resolving the dispute, the dispute shall be settled by and
19 through an arbitration proceeding to be administered by ICDR – Canada, under its Canadian
20 Arbitration Rules, in Montréal, Québec, Canada. Each of the parties to this Agreement hereby
21 agrees and consents to such venue and waives any objection thereto. The arbitrability of any
22 such dispute, claim or controversy shall likewise be determined in such arbitration. Such
23 arbitration proceeding shall be conducted in as expedited a manner as is then permitted by
24 the Canadian Arbitration Rules (formal or informal) of the ICDR. Both the foregoing
25 agreement of the parties to this Agreement to arbitrate any and all such disputes, claims and
26 controversies and the results, determinations, findings, judgments and/or awards rendered
27 through any such arbitration shall be final and binding on the parties hereto and may be
28 specifically enforced by legal proceedings.

29
30
31 **17. LIMITATION OF LIABILITY**

32
33 None of the parties to the Agreement nor any officer, director, board trustee, employee, or
34 any volunteer or member on any committee, working group, or task force of any party
35 (collectively, the “Protected Parties”), shall be held liable for any loss or damage to one or
36 more of the other parties caused by reason of any act or omission in the good faith
37 performance of their respective duties pursuant to the Agreement or in conducting activities
38 under the authority of the Act, except for liabilities arising from intentional or gross fault or
39 liabilities that are not permitted to be excluded or limited pursuant to applicable law in
40 Québec. This Section 16 shall survive termination of the Agreement and no amendment or
41 repeal of this Section 16 shall eliminate or reduce the protection offered hereby to the
42 Protected Parties.

43
44
45 **18. ASSIGNMENT**

46
47 Subject to Section 5.7, NERC and NPCC may not assign their respective rights and
48 obligations under the Agreement without the consent of the Régie.

49
50
51 **19. CONFIDENTIALITY**

52
53 **18.1** All data related to the QCMEP that is not public information is designated as
54 Restricted Information, Privileged Information, Personal Information or Non-Public
55 Information.

56
57 **18.2** Privileged Information may only be disclosed to personnel explicitly designated by
58 the Régie and cannot be disclosed to third parties.

1 **18.3** Restricted Information can only be consulted by designated personnel, in the
2 performance of their duties under the QCMEP, at the offices of the Registered Entity, or, if
3 available, at the offices of the Régie.
4

5 **18.4** Personal Information cannot be accessed from outside Québec, nor sent or brought
6 out of Québec, in accordance with the *Act respecting access to documents held by public*
7 *bodies and the protection of personal information* (CQLR, c. A-2.1).
8

9 **18.5** NPCC and NERC cannot remotely access Restricted Information or Personal
10 Information.
11

12 **18.6** NPCC and NERC can remotely access Non-Public Information on the Data
13 Repository for the performance of their respective duties under the Agreement and the
14 QCMEP. Non-Public Information may not be disclosed or shared with any third party
15 without the written permission of the Régie.
16

17 **18.7** By default, data submitted by entities under provisions of the QCMEP is Non-Public
18 Information, unless the Régie rules otherwise.
19

20 **18.8** All data other than entity data that is generated or obtained in the implementation of
21 the QCMEP is Non-Public Information by default, unless it is Privileged Information or
22 unless the Régie rules otherwise.
23

24 **18.9** Once designated, only a Régie ruling can modify the designation of information.
25

26 **18.10** Except when an entity makes public its own information, only the Régie may make
27 information related to the QCMEP public.
28

29 **18.11** A Registered Entity may request that the Régie designate some information related to
30 the QCMEP as Restricted Information. The Régie rules on such requests.
31

32 **18.12** Any entity or party submitting information that could contain Personal Information
33 must request that the Régie designate that information as Personal Information. The Régie
34 rules on such requests.
35

36 **18.13** The parties recognize that the officers, directors, employees, representatives and
37 agents of both NERC and NPCC are already subject to codes of conduct which provide,
38 among other things, for the maintenance of confidentiality of information disclosed during
39 the course of duties performed and that such obligation includes, among other things, the
40 duty to maintain the confidentiality of information received while performing QCMEP
41 activities.
42

43 **18.14** NERC and NPCC agree to ensure that as they collect information in their work under
44 the QCMEP, they will promptly transfer this information into the Data Repository and
45 destroy the information in their possession so as to effectively transfer possession to the
46 Régie. NERC and NPCC recognize that the information to support the implementation of the
47 QCMEP is stored within Québec and is possessed by the Régie only.
48

49 **18.15** The Régie administers the access to the Data Repository. It maintains a register of
50 authorized personnel and accesses are logged. The content of the logs are Non-Public
51 Information, except where the Régie rules that it is Privileged Information. The Régie rules
52 on any requests to review the register.
53

54 **18.16** The access codes the Régie provides NERC and NPCC personnel to access specific
55 information within the Data Repository belong to the Régie, are issued and modified at the
56 discretion of the Régie, and may not be shared between personnel, nor disclosed to any other
57 party, without the written consent of the Régie.
58

1 **18.17** If NPCC or NERC need to work offline with some information, written consent must
2 be obtained from the Régie and any conditions the Régie imposes for its consent must be
3 respected.
4

5 **18.18** In relation to Sections 18.14 and 18.17, little information will be within NERC or
6 NPCC's possession at any given time. If a party could be required to disclose information in
7 its possession, it will inform the relevant other parties prior to the release of the information
8 in order to allow the relevant party the opportunity to protect its interest. In the event that the
9 party cannot obtain relief from the requirement to disclose information, it agrees to,
10 notwithstanding Section 18.6, furnish only that portion of the information that is consistent
11 with the scope of the request and to exercise reasonable efforts to obtain assurance that
12 confidential treatment will be accorded such information. NPCC and NERC will provide
13 reasonable cooperation to the Régie and its legal counsel with respect to performance of the
14 covenants undertaken pursuant to this paragraph.
15

16 **18.19** The Régie records in a register requests or requirements to disclose information as
17 described in Section 18.18. The Régie may make this register public on its website.
18

19 **18.20** Information that NPCC and NERC deems useful for their own future reference will
20 be stored on the Data Repository. The Régie takes possession of this information and will
21 ensure its integrity. The Régie may delete this information, consistent with its own
22 information retention policies, after obtaining comments on the proposed deletion from the
23 relevant entity, NPCC or NERC.
24

25

26 **19. THIRD PARTY BENEFICIARIES**

27

28 Nothing in the Agreement shall be construed as creating an obligation or liability to any third
29 party.
30

31

32 **20. NOTICE**

33

34 All notices, requests, formal demands and other communications required or provided for in
35 the Agreement shall be given in writing to a party at the address set forth below, or at such
36 other address as a party shall designate for itself in writing in accordance with this Section,
37 and shall be delivered by hand or reputable overnight courier.
38

39 La Régie: Mr. Félix Turgeon, Executive Director, Planning and Regulation
40 Tour de la Bourse, case postale 001
41 800, rue du Square Victoria
42 2^e étage, bureau 2.55
43 Montréal (Québec) H4Z 1A2
44 Fax: 514 873-3037
45 E-mail: felix.turgeon@regie-energie.qc.ca
46

47 NERC: Ms. Sônia C. Mendonça, Senior Vice President, General Counsel, and
48 Corporate Secretary
49 1401 H Street, N.W., Suite 410
50 Washington, D.C.
51 United States, 20005
52 Fax: 202 644-8099
53 E-mail: sonia.mendonca@nerc.net
54

55 NPCC: Mr. Damase Hebert, Compliance Attorney and Director of Enforcement
56 1040 Avenue of the Americas, 10th floor
57 New York, NY
58 United States, 10018
59 Fax: 212 302-2782
60 E-mail: dhebert@npcc.org

1 **21. EXECUTION OF COUNTERPARTS**

2
3 The Agreement is executed in four (4) counterparts in French and four (4) counterparts in
4 English and each has the same force and effect as the original.
5
6
7
8

9 **IN WITNESS WHEREOF**, the parties have caused the Agreement, in French and in
10 English, both versions being regarded as equally authentic and valid, to be executed by their
11 duly authorized representative and to be in effect on the last date signed below.
12

13 Signed for and on behalf of the Régie

Signed for and on behalf of NERC

14
15
16
17 



18 _____
19 Jocelin Dumas
20 Chairman
21 Régie de l'énergie
22 (514) 873-2452, extension 7281
23

James B. Robb
President and Chief Executive Officer
North American Electric Reliability
Corporation
(404) 446-2560

24
25 on September 15, 2022

on September 9, 2022

26
27 at Montréal (Québec) Canada

at Atlanta, GA

28
29
30
31
32
33 Signed for and on behalf of NPCC

34
35
36
37 

38 _____
39 Charles Dickerson
40 President and Chief Executive Officer
41 Northeast Power Coordinating Council, Inc.
42 (212) 840-1070
43

44
45 on September, 13, 2022

46
47 at New York, NY
48
49