

SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the 30th day of April, 2010 (“Effective Date”).

BETWEEN:

**MARKET SURVEILLANCE
ADMINISTRATOR,**
a statutory corporation having its head office in
the City of Calgary, in the Province of Alberta,
Canada
(MSA)

AND:

WESTERN ELECTRICITY COORDINATING COUNCIL, INC.,
a corporation having its head office in
Salt Lake City, in the State of Utah,
U.S.A.
(WECC)

WHEREAS the mandate of the MSA includes surveillance, investigation and enforcement with regard to the Alberta market, including the conduct of the AESO and Alberta Market Participants with regard to compliance with Alberta Reliability Standards;

AND WHEREAS WECC is comprised of members, including the AESO, some of whom operate electric transmission systems in various jurisdictions in the WECC region, being parts of the United States, Canada and Mexico;

AND WHEREAS WECC has a common interest with the AESO and the MSA to ensure the reliability of the interconnected electric transmission systems operated by WECC members, including compliance with Alberta Reliability Standards as applicable;

AND WHEREAS the AESO and WECC have entered into a Membership and Operating Agreement pertaining in part to the relationship between those parties and the roles of each regarding Alberta Reliability Standards (WECC-AESO Agreement);

AND WHEREAS the AESO plays a significant role in supporting WECC and the region’s reliability initiatives, and as a WECC member the AESO funds WECC and its activities and programs directly, and in addition, representatives and staff of the AESO provide active leadership and representation on WECC’s Board, committees and work teams;

AND WHEREAS the WECC-AESO Agreement contemplates that WECC will monitor the compliance of the AESO with Alberta Reliability Standards applicable to it, and the AESO will provide reporting and other records to WECC for that purpose;

AND WHEREAS, consistent with the legislated mandate of the MSA, the WECC-AESO Agreement contemplates that WECC will refer to the MSA matters involving any non-compliance by the AESO with Alberta Reliability Standards;

AND WHEREAS there is benefit to both the MSA and WECC (referred to individually as a "Party" and collectively as "the Parties") in facilitating the exchange of information and views on various matters relating to Alberta Reliability Standards and compliance, and ensuring that such information and views are handled on a confidential basis where appropriate;

AND WHEREAS the MSA wishes to arrange with WECC for the provision of certain services as described herein and WECC has agreed to do so on the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants hereafter set forth, and other good and valuable consideration exchanged between the Parties, the receipt and sufficiency of which is hereby acknowledged by each, the Parties agree as follows:

ARTICLE 1 - GENERAL TERMS

Definitions

1.0 In this Agreement, unless the context otherwise requires, words and phrases have the meaning ascribed to them in Schedule A – Defined Terms.

Interpretation

1.1 The terms "this Agreement", "herein", "hereunder" and similar expressions refer to this Agreement and not to any particular article, section or other portion hereof and include any agreement or instrument supplemental or ancillary hereto.

Masculine/Feminine Terms

1.2 Any word in this Agreement is deemed to include the masculine, feminine, neuter, singular or plural form thereof as the context may require.

Articles/Sections

1.3 The division of this Agreement into Articles and Sections, and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.

Entire Agreement

1.4 The Services Agreement document and attached schedule(s) collectively forming this Agreement will be read together; to the extent of any apparent conflict between them, the terms and conditions of the former document will govern and the latter will be considered to be amended to the extent required to resolve such conflict.

Schedules

1.5 The following are the schedules incorporated into and forming part of this Agreement:

Schedule A - Defined Terms

Schedule B - Services

Reference to Other Agreements

1.6 References to other agreements, including the WECC-AESO Agreement, are intended to clarify matters relevant to this Agreement. There is no legal relationship existing, intended or contemplated between this Agreement and any other agreement. Further, this Agreement is not intended to capture Records, including reporting, exchanged between the AESO and WECC in relation to the operation of the Alberta Interconnected Electric System (AIES) for the purpose of matters other than compliance monitoring and the role of WECC as Compliance Monitor regarding the AESO.

Representatives

1.7 As applicable, the Parties will each designate a contact person for the purposes of this Agreement, who will be the person stipulated below for receipt of notices, or such other person as may be designated in writing by the relevant Party.

ARTICLE 2 – PURPOSE AND SERVICES

2.0 The purpose of this Agreement is to provide for the relationship between WECC and the MSA as it relates to the mandate of the MSA, and particularly but not limited to, the Alberta Compliance Monitoring Program and the monitoring of the AESO in accordance with the Alberta Reliability Standards.

2.1 In accordance with the terms of this Agreement, WECC will provide to the MSA and, as applicable, on behalf of the MSA the Services set out in Schedule B attached hereto, including as may be amended from time to time by further agreement between the Parties.

2.2 The MSA will provide to WECC and WECC Personnel all support reasonably

necessary for WECC to carry out the Services contemplated in this Agreement, including any identification and confirmation of authority required for the purposes of carrying out the Services.

MSA Participation

2.3 The MSA may, by arrangement with WECC, participate as an observer in relation to the Services being carried out by WECC in respect of the AESO.

Location of Services

2.4 With the exception of on-site work relating to a Compliance Monitoring Audit, and participation by WECC in Commission or other such proceedings, the Services will be performed at the offices of the MSA, the offices of WECC, or at other locations as agreed by the Parties.

2.5 To facilitate performance of the Services, the Parties will arrange secure work space(s), electronic and paper storage for Records, and remote access to electronic files.

Timing of Services

2.6 Hours of work are at the discretion of WECC, provided that Services to be performed at the MSA's place of business will in general be performed during the MSA's normal working hours.

Handling and Retention of Records

2.7 In accordance with other provisions of this Agreement, the Parties will retain all Records associated with this Agreement on a secure and confidential basis for a period of at least seven years, or in accordance with the Parties records retention policies, whichever period of time is longer.

2.8 The Parties agree that for the purposes of the Services contemplated by this Agreement, except as otherwise expressly provided hereunder, WECC may access and store Records outside of the Province of Alberta, on the understanding that all reasonable efforts will be made to ensure the integrity and confidentiality of those Records.

2.9 Notwithstanding Section 2.8 above, the Parties agree that the MSA may expressly designate certain Confidential Records for special handling as "Restricted Information," including that the Confidential Records designated as "Restricted Information" are not to be removed from or made available to WECC outside of Alberta. WECC agrees that, upon being made aware of the special handling requirement, it will not remove or access such Restricted Information outside of Alberta. The Parties will work together to ensure the security and confidentiality of the Restricted Information in accordance with other terms of this Agreement.

WECC Personnel

2.10 WECC will advise the MSA in writing of all WECC Personnel who will be involved in the Services, as may be amended from time to time pursuant to this Agreement.

2.11 Subject to other terms in this Agreement, the selection of WECC Personnel for the Services is subject to the approval of the MSA, which approval may be withheld at the discretion of the MSA.

2.12 As appropriate, the MSA and WECC will make the AESO aware of the MSA and WECC Personnel contemplated to be involved in the Services in order that any concerns or issues regarding potential conflict of interest can be addressed on a timely basis.

2.13 No regulatory authority outside of Alberta, including FERC or NERC, will be allowed to participate in or observe the Services without the express written approval of the MSA, which approval may be withheld at the discretion of the MSA. The MSA and WECC will, as appropriate, advise the AESO of any such participation by regulatory authorities outside of Alberta.

Good Faith and Reasonable Best Efforts

2.14 The Parties will each act in good faith, and employ reasonable best efforts, at all times with respect to this Agreement.

ARTICLE 3 - TERM AND TERMINATION

Term of Agreement

3.0 Subject to extension or termination in accordance with the other terms and conditions of this Agreement, the Term of this Agreement will commence on the Effective Date, as defined above on the first page of this Agreement, and will continue unless terminated by either or both of the Parties, as further set out in Article 3 herein.

Termination on Notice

3.1 Subject to other terms of this Agreement, either of the Parties will have the right to terminate this Agreement, or to suspend the Services at any time, without cause, upon provision of reasonable advance notice in writing to the other Party. In determining what reasonable advance notice is the Parties shall each take into account the circumstances relevant to the termination and the impact on each Party arising from such termination.

3.2 Subject to other terms of this Agreement, where termination of the Agreement or suspension of Services is based upon an alleged breach of this Agreement by the other Party,

provision of not less than 5 business days' notice to the other Party will be effective to terminate or suspend, as applicable.

3.3 Subject to other terms of this Agreement, either of the Parties may terminate the Agreement if the purpose of the Agreement becomes null and void due to changes of law, including but not limited to, statutory amendment, change to the mandate of the MSA insofar as compliance with Alberta Reliability Standards, or change to Alberta Reliability Standards.

ARTICLE 4 – RELATIONSHIP BETWEEN THE PARTIES

Independent Contractor

4.0 WECC, in performing the Services hereunder, will be an independent contractor to the MSA.

4.1 WECC will have no authority to act as agent of the MSA or to bind the MSA to perform any obligations to any third party and WECC will so inform all third parties with whom WECC deals in the performance of the Services hereunder. WECC will not use the name of the MSA in any promotional material without the prior written consent of the MSA.

4.2 Nothing contained in this Agreement will restrict, nor be construed so as to restrict, the right of WECC to provide services similar to those (Services) described herein to third parties, provided at all times that the provision of such services to third parties will not materially adversely affect WECC's ability to provide the Services hereunder, and will not put WECC in a conflict of interest, and will not cause WECC to be in breach of any term or condition herein as to confidentiality, or rights of intellectual property or copyright.

4.3 Nothing contained in this Agreement reduces WECC's own authority as a Cross-Border Regional Entity, Reliability Coordinator and Interchange Authority for the Western Interconnection, as those terms are defined by enactments applicable to WECC, including reliability standards over which WECC has jurisdiction, or imposes any restrictions on WECC activities or operations in the United States of America, Mexico and British Columbia.

4.4 The MSA acknowledges that WECC is the Reliability Coordinator and Interchange Authority for the Western Interconnection and does not view those roles as a conflict with this Agreement and the Services WECC will provide pursuant to Schedule B attached hereto.

4.5 The MSA acknowledges that WECC is not a Registered Entity in Alberta, subject to Alberta Reliability Standards, and is not otherwise a participant in or user of the AIES, and therefore is not considered to be subject to Commission jurisdiction.

General Indemnity

4.6 As against the other Party, including its directors, commissioners, officers, and employees, each Party waives all claims, except for claims for actual or direct damages, which shall under no circumstances include any lost profits or any indirect, incidental, consequential, special, exemplary, or punitive damages.

4.7 Subject to the other terms of this Agreement, the MSA shall indemnify and defend WECC for all claims against WECC in relation to its activities under this Agreement, including the Services requested and rendered hereunder, provided in all cases that WECC has not acted with gross negligence or willful misconduct. The MSA agrees that WECC shall not be responsible for matters beyond its reasonable control.

Ownership and Use of Deliverables

4.8 All work done by WECC and covered by this Agreement as part of the Services provided will be treated as work done for and on behalf of the MSA. In accordance with the terms of this Agreement, the MSA will have right to use the related work product for the purposes of its mandate.

4.9 While the MSA will only use work product of WECC with respect to the MSA's mandate, in the event that WECC has any concern about the use of the work product, including disclosure of Records generated by WECC as part of the Services, WECC may at its discretion notify the MSA and the Parties will work collaboratively where possible to resolve the concern by agreement.

ARTICLE 5 - FEES

5.0 Except as otherwise agreed by the Parties in writing, in recognition of the undertakings and other consideration given by the MSA hereunder and given that WECC receives payment from the AESO through the WECC Assessment, regarding the role of WECC as a Cross-Border Regional Entity, such payment thus being for the benefit of the AIES, WECC will not charge the MSA for the Services contemplated by this Agreement.

5.1 Notwithstanding the foregoing, WECC will by agreement with the MSA be entitled to reimbursement for expenses relating to acting as a witness in Commission proceedings, regarding Spot Checking Compliance Monitoring Audits carried out by special request of the MSA, or regarding other Services. The Parties may also, by written agreement, make specific arrangement for other fees or compensation to be payable by the MSA to WECC.

ARTICLE 6 - CONFIDENTIALITY

6.0 The Parties acknowledge that each has sensitive and valuable Records relating to its

operations or mandate which must be safeguarded against improper disclosure or use. The Parties also acknowledge that, pursuant to this Agreement, Records belonging to other parties might be disclosed or made available to the Parties, or received by the Parties, including Records obtained from the AESO or Market Participants in respect of the Services.

6.1 All Records pertaining to the Services will be considered “Confidential Records,” and are to be treated as strictly confidential at all times, and are to be disclosed and used only in accordance with this Agreement.

6.2 Without limiting the foregoing, WECC expressly acknowledges the unique statutory obligations of the MSA and the associated requirements for confidentiality and use regarding Confidential Records, including that the MSA (and therefore WECC) will be expected to handle the Records with due care at all times and that the MSA may at its discretion disclose and use Confidential Records in relation to Commission proceedings or other matters relevant to the mandate of the MSA.

6.3 Subject to other provisions of this Agreement, WECC will disclose Confidential Records only to those WECC Personnel who have a need to know, and only to the extent that specific Confidential Records are needed by them, in order to provide Services, and who have been informed of the obligations of confidence and non-use under this Agreement, and who are bound by obligations of confidence and non-use no less stringent than those contained in this Agreement.

6.4 WECC may, for the purposes of the Services, disclose to a Monitored Party and use Confidential Records as part of its specific compliance monitoring of a Monitored Party, provided that WECC is only disclosing to a Monitored Party Confidential Records which relate necessarily and by implication to that Monitored Party and that specific compliance monitoring.

6.5 WECC further acknowledges that this Agreement clearly stipulates that in no event will Confidential Records received or generated by WECC in respect of the Services or this Agreement be disclosed or made available to persons outside WECC, including to any representative of FERC, NERC, or any other person, without the express written approval of the MSA.

6.6 WECC will promptly advise the MSA in writing of any actual or suspected inadvertent disclosure of Confidential Records, and will take all reasonable steps to seek to remedy such inadvertent disclosure.

6.7 Upon written request by the MSA, WECC will forthwith deliver to the MSA, or destroy, all Confidential Records in its possession.

6.8 Except as expressly contemplated hereunder, the disclosing Party does not grant the receiving Party any license, express or implied, or any right, title or interest in or to disclosed Confidential Records.

6.9 WECC will, at all times, take all reasonable precautions to protect the integrity and security of computer systems, work space and Records provided by the MSA or any other person, to the extent that WECC has, or previously had, access to those in relation to this Agreement.

6.10 Should WECC have any question or concern about limitations placed on disclosure and use of Confidential Records pursuant to this Agreement, including whether it will place WECC in conflict with obligations or undertakings arising from another agreement or by virtue of any legislation or law applicable to WECC, before disclosing or using the affected Confidential Records WECC will notify the MSA in writing and await approval by the MSA in writing regarding the contemplated disclosure and use, and WECC will not disclose or use the affected Confidential Records without such written approval, except as provided in Section 6.11.

6.11 Except to the extent that such disclosure or use is permitted under this Agreement, each Party will provide prompt notice to the other Party of any demands to disclose or provide any Confidential Information by a governmental authority, court of law, or other body with authority over the disclosing Party prior to disclosing or furnishing the Confidential Information so as to afford the other Party an opportunity to seek injunctive relief or protection from the Disclosing Party's need to disclose.

ARTICLE 7 - DISPUTE RESOLUTION

7.0 Any dispute arising out of the interpretation or operation of this Agreement may, upon the written request of either Party, be referred to a senior officer of each of the Parties. The Parties will then make all reasonable efforts to resolve the dispute through discussion, including by reference to mediation or arbitration upon terms agreed by both.

ARTICLE 8 – REPRESENTATIONS AND WARRANTIES

Standing

8.0 Each of the Parties represents and warrants to the other that it is a corporation duly organized and in good standing under the laws of the jurisdiction of its formation.

Execution and Enforceability

8.1 Each of the Parties represents and warrants to the other that it has taken all necessary corporate actions and other actions, as applicable, to authorize the execution, delivery and performance of this Agreement, including all undertakings and obligations as contemplated in accordance with the provisions of this Agreement.

No Conflict

8.2 Each of the Parties represents and warrants to the other that the execution of this Agreement and completion of the undertakings and obligations contemplated herein in accordance with the terms of this Agreement are not, and will not, be in breach of or conflict with the constituting or governing documents of that Party or any law applicable to that Party.

Litigation

8.3 Each of the Parties represents and warrants to the other that there are no actions, suits or proceedings pending or, to the knowledge of that Party, threatened against them, seeking relief which would prevent or materially hinder its ability to carry out the undertakings and obligations contemplated in this Agreement.

ARTICLE 9 - MISCELLANEOUS

Execution

9.0 This Agreement may be executed by both Parties signing the same document, or by the Parties signing and exchanging counterpart Agreement documents, in original or copy form, transmitted by facsimile or otherwise, and when so executed by both Parties will be considered to have been duly executed and will become binding as such.

Assignment

9.1 This Agreement will not be assigned or subcontracted by WECC without prior written consent of the MSA, which consent may be arbitrarily withheld.

Governing Law and Attornment

9.2 This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta, and except as otherwise set out herein disputes between the Parties relating to the matters of this Agreement will be subject to the jurisdiction of the courts at the City of Calgary, and the Parties irrevocably attorn to this choice of law and jurisdiction.

Severability

9.3 If any provisions of this Agreement are invalid under any applicable statute or rule of law, they are, to that extent, omitted, but the remainder of this Agreement will continue to be binding upon the Parties hereto.

Successors and Assigns

9.4 This Agreement, including as amended from time to time in accordance herewith, will

enure to the benefit of, and be binding upon, the successors and permitted assigns of WECC and the MSA respectively.

Amendment

9.5 This Agreement may be amended only by written instrument executed by both Parties.

Waiver

9.6 Waiver of any term or condition herein must be made in writing, by the Party or Parties for whose benefit the term or condition is placed in this Agreement. Waiver of any term or condition will not of itself constitute waiver of any other term or condition, unless so expressly stated.

Survival

9.7 The provisions of Sections 4.6, 4.7, 4.8, 4.9, 6.0, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 6.10 and 6.11 will survive the termination of this Agreement for either the time provided for in such Section or the longest period provided by law, whichever period is longer.

General Assurances

9.8 The Parties will execute and deliver all further documents, provide all additional information and will take or refrain from taking all further actions reasonably necessary or appropriate to achieve the aims of this Agreement.

Notices

9.9 Any notice or other communication to be given in connection with this Agreement will be in writing and will be given either by personal delivery, facsimile or electronic transmission, or by registered mail to the recipient as follows (or to such other address or person as the relevant Party may advise from time to time):

To MSA:

Attention: Legal Counsel
#500, 400 - 5th Avenue S.W.
Calgary, Alberta, Canada
T2P 0L6

Telephone: 403-538-3445
Facsimile: 403-232-8343
Email: douglas.wilson@albertamsa.ca

To WECC:

Attention:
Chief Executive Officer,
Vice President of Compliance,
and General Counsel
155 North 400 West
Salt Lake City, Utah, U.S.A.
84103

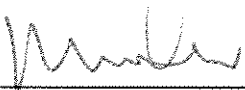
Telephone: (801) 582-0353
Facsimile: (801) 582-3918
Email: legal@wecc.biz

9.10 All notices under this Agreement will be deemed duly given upon delivery if sent by fax or email with proven receipt/transmission, or when personally delivered, or five days after posting if sent by registered mail during normal postal service conditions. In the event of disruption of normal mail services all notices will be sent by personal delivery.

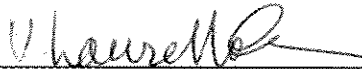
IN WITNESS WHEREOF, the MSA and WECC have executed this Agreement as of the day and year first above written.

**MARKET SURVEILLANCE
ADMINISTRATOR**


**WESTERN ELECTRICITY
COORDINATING COUNCIL, INC.**



Per: Gary Chamberlain
Title: MSA Administrator
Date: 26 May 2010



Per: V. Louise McCarren
Title: Chief Executive Officer
Date: May 14, 2010

MSA Approved for Execution	
Content	
Form	

Schedule A

Defined Terms

- A.0 “AESO” means the Independent System Operator established under the EUA, also known and carrying on business as the Alberta Electric System Operator;
- A.1 “Agreement” means the Services Agreement between the MSA and WECC dated and made effective April 30, 2010, as amended, including related schedules;
- A.2 “AIES” means the interconnected electric system, as defined in the EUA;
- A.3 “Alberta Compliance Monitoring Program” means the program established by the AESO with respect to the monitoring of compliance of Registered Entities with Alberta Reliability Standards;
- A.4 “Alberta Reliability Standard” means a reliability standard relating to the AIES, approved by the Commission pursuant to the *Transmission Regulation*;
- A.5 “AUCA” means the *Alberta Utilities Commission Act*, S.A. c. A-37.2, including as amended;
- A.6 “Commission” means the Alberta Utilities Commission established under the AUCA;
- A.7 “Compliance Monitoring Audit” means a systematic, objective review and examination of records and conduct, to assess compliance with Alberta Reliability Standards, and includes on-site audits as well as remote audits (see Table Top Compliance Monitoring Audit and Spot-Checking Compliance Monitoring Audit);
- A.8 “Compliance Monitor” means the party monitoring for compliance with Alberta Reliability Standards, generally being the AESO insofar as the compliance of Market Participants and WECC insofar as the compliance of the AESO;
- A.9 “Confidential Records” means all Records, including those Records designated as “Restricted Information” pursuant to Section 2.9 of this Agreement, pertaining to or arising from this Agreement, and including any copy, part, summary or derivative of such Records;
- A.10 “Cross-Border Regional Entity” means an entity, such as WECC, given responsibility for ensuring reliability across and among interconnected electric transmission systems in a designated region which encompasses a part of the United States and a part of Canada or Mexico;
- A.11 A.11 “EUA” means the Alberta *Electric Utilities Act*, S.A. 2003 c. E-5.1, including

as amended;

A.12 "FERC" means the Federal Energy Regulatory Commission;

A.13 "Market Participant" means a market participant as defined in the EUA;

A.14 "Mitigation Plan" means an action plan developed by the Registered Entity to correct a violation of an Alberta Reliability Standard and to prevent reoccurrence of such violations;

A.15 "Monitored Party" means a Registered Entity being monitored for compliance with Alberta Reliability Standards;

A.16 "MSA" means the Market Surveillance Administrator established under the EUA and continued under the AUCA, including all employees and officers of the MSA;

A.17 "NERC" means the North America Electric Reliability Corporation;

A.18 "Parties" means the MSA and WECC;

A.19 "Party" means either one of the Parties;

A.20 "Records" means information in any form, and includes Confidential Records;

A.21 "Registered Entity" means a party to whom an Alberta Reliability Standard applies by virtue of the function(s) being performed by that party, including, as applicable, a Market Participant or the AESO;

A.22 "Restricted Information" means a Confidential Record designated by the MSA as requiring special handling, and therefore not to be removed from or accessible outside of Alberta by WECC, pursuant to Section 2.9 of this Agreement;

A.23 "Self-Certification" means attestation by a Registered Entity of compliance or non-compliance with an Alberta Reliability Standard, as required by the Compliance Monitor;

A.24 "Self-Reporting" means a report by a Registered Entity of a known or possible violation of an Alberta Reliability Standard, and actions taken or contemplated to resolve the violation;

A.25 "Services" means all services provided by WECC to the MSA in relation to this Agreement, including those set out in Schedule B attached hereto;

A.26 "Spot Checking Compliance Monitoring Audit" means a process in which the Compliance Monitor requests and reviews records from the Registered Entity, or carries out on-site review, regarding compliance with Alberta Reliability Standards;

A.27 “Table Top Compliance Monitoring Audit” means a Compliance Audit carried out by review and assessment of records filed by a Market Participant or the AESO, as applicable, but not done on-site in the offices of that party;

A.28 “Technical Feasibility Exception” means an exception contemplated by an Alberta Reliability Standard, through which a Registered Entity obtains an allowance for non-compliance on the basis that compliance is not technically feasible;

A.29 “Term” means the Term of this Agreement as set out in Article 3 herein;

A.30 “Transmission Regulation” means the *Transmission Regulation* enacted as Alberta Regulation AR 86/2007, including as amended;

A.31 “WECC” means the Western Electricity Coordinating Council, Inc., and for the purposes of this Agreement includes all WECC Personnel and other persons working on behalf of WECC in respect of the matters addressed in this Agreement;

A.32 “WECC-AESO Agreement” means the “WECC-AESO MEMBERSHIP AND OPERATING AGREEMENT” approved by Commission Order U2008-261, including as amended;

A.33 “WECC Assessment” means fees or assessments of any nature whatsoever levied by WECC;

A.34 “WECC Personnel” means all employees, contractors, officers and directors of WECC;

Schedule B

Services

Monitoring Services

WECC Monitoring of AESO

B.0 Pursuant to this Agreement, and as contemplated by the WECC-AESO Agreement, the Alberta Compliance Monitoring Program, and the Alberta Reliability Standards, WECC will undertake monitoring the compliance of the AESO with Alberta Reliability Standards.

B.1 The Parties agree that interpretation of Alberta Reliability Standards for the purposes of the compliance monitoring of the AESO should be done on a consistent basis with compliance monitoring of Market Participants by the AESO, where reasonable and appropriate.

WECC Assistance for MSA Investigations

B.2 At the request of the MSA in writing, pursuant to relevant provisions of the AUCA and the overall mandate of the MSA, WECC will assist the MSA in furtherance of its investigations, including those relating to compliance by the AESO with Alberta Reliability Standards.

B.3 The Services referenced in Section B.2 will typically be in the nature of processes described in the Alberta Compliance Monitoring Program, as applied in respect to a particular matter of concern, and in any event are not intended to replace or duplicate other regular compliance monitoring performed by WECC. Should either the MSA or WECC be of the opinion that another form of monitoring would be preferable, such may be discussed and arranged by agreement between the Parties.

Special Services

Witness Role/Expert Opinion

B.4 At the request of the MSA in writing, where reasonable and appropriate to do so, WECC will act as a witness on behalf of the MSA in Commission proceedings or other proceedings regarding alleged violations of Alberta Reliability Standards.

B.5 At the request of the MSA in writing, in relation to acting as a witness or in relation to other matters pertaining to Alberta Reliability Standards WECC will, where reasonable and appropriate to do so, provide expert opinion based upon its experience and roles in Alberta and other jurisdictions.

B.6 Without limiting the foregoing, such expert opinion may address such things as the technical merit or sufficiency of a Mitigation Plan, assessment of matters relating to a Technical Feasibility Exception, or the impact or severity (actual or potential) of a violation of an Alberta Reliability Standard and the appropriateness of related sanctions, taking into account WECC experience and the views of parties in other jurisdictions.

B.7 The Parties will discuss and address any concerns as to any real or potential conflict of interest or other issue that impacts whether it is reasonable and appropriate for WECC to act in a particular matter.

Other Services

B.8 At the request of the MSA in writing and by written agreement of both Parties, WECC may provide other services pursuant to the Agreement.

WECC Reporting

B.9 WECC will annually, and at other times as requested by the MSA in writing, provide to the MSA details of its planned compliance monitoring of the AESO, including as to the scheduling and scope of such monitoring.

B.10 WECC will at the completion of compliance monitoring and related reporting provide to the MSA a copy of its final report.

Referrals from WECC to MSA

B.11 Consistent with the WECC-AESO Agreement, WECC will refer to the MSA matters involving any violation found or suspected by WECC regarding compliance with an Alberta Reliability Standard or failure to follow an agreed Mitigation Plan.

B.12 WECC will also inform the MSA of any other matter which may merit investigation by the MSA in relation to compliance by a Registered Entity with Alberta Reliability Standards, which WECC becomes aware of by virtue of its monitoring or other Services pursuant to this Agreement.

Records in Support of Referrals

B.13 Along with each referral of a suspected violation of an Alberta Reliability Standard, WECC will on a timely basis provide to the MSA the related Records on which WECC has based its referral, information received in relation to a Compliance Monitoring Audit, a Mitigation Plan, Self-Certification or Self-Reporting, as well as copies or excerpts from related working papers created by WECC.

B.14 Where WECC provides Records to the MSA which are deemed by WECC or by the AESO as critical energy infrastructure information, or information marked confidential as per

NERC Rules of Procedure 1500, or where the Records are considered highly sensitive for other reasons, WECC will ensure the Records are appropriately marked and advise the MSA accordingly. The Parties agree that, among other things, such Records may be designated by the MSA as "Restricted Information" pursuant to Section 2.9 of this Agreement with the intention that those Records will not be removed or accessible outside of Alberta.

Other Records

B.15 Where reasonable and appropriate, WECC may on its own initiative or at the request of the MSA in writing provide to the MSA other Records which are relevant to Alberta Reliability Standards and this Agreement.