

MEMORANDUM OF UNDERSTANDING

BETWEEN:

The Royal Canadian Mounted Police
(hereinafter referred to as the "RCMP")
as represented by the Commissioner of the RCMP

OF THE FIRST PART

AND:

The National Energy Board
(hereinafter referred to as the "Board")
as represented by the chairman of the
National Energy Board

OF THE SECOND PART

PURPOSE AND OBJECTIVE

WHEREAS it is the desire of the parties to provide enforcement of the National Energy Board Act, and PART I, PART I.1 and PART III of the Energy Administration Act (hereinafter referred to as the Acts);

AUTHORITIES

2. AND WHEREAS pursuant to section 18(d) of the RCMP Act R.S.C. 1970 c.R-9, it is the duty of members of the RCMP who are peace officers to perform such other duties and functions as are prescribed by the Commissioner.

3.(a) WHEREAS pursuant to section 5(2) of the National Energy Board Act R.S.C. 1970 c.N-6 and amendments thereto the Chairman is the Chief Executive officer of the Board, and has supervision over and direction of the work and staff of the Board.

(b) AND WHEREAS pursuant to section 11, section 18.2 and section 65 of the Energy Administration Act S.C. 1974-75-76 c47 and amendments thereto, the Board administers, on behalf of the Minister, PART I, PART I.1 and PART III of the said Act.

ORGANIZATIONAL OBLIGATIONS

4. Accordingly this document attests to the following:

Upon receiving a request from the Secretary of the Board to investigate an offence under the Acts, the RCMP will conduct an investigation as required. The RCMP will also investigate violations of the Acts coming to their attention during the course of their normal duties.

5. Where sufficient evidence of an offence has been uncovered, by the RCMP, to establish a prima facie case, prosecution action may be taken in consultation with the Department of Justice.

6. The Board will provide such special assistance as the RCMP may require and as the Board may reasonably be able to provide, including experts for the identification, handling and storage of property seized or detained by the RCMP in connection with the investigation of any offences relating to Acts, or other offences arising from the Acts.

7. Upon written request, the Board will give access to the RCMP to all pertinent records (as defined in Section 3 of the Access to Information Act), as well as documents, or other information under its control relative to the offences, relating to or arising from the Acts, under investigation.

8. At the conclusion of the case, the RCMP will provide the results to the Board. If the case is unduly delayed, a progress report will be submitted.

9. The RCMP will undertake to assume all ordinary police expenditures associated with investigations under these Acts. The Board will assume all other related costs, such as technological experts, storage and handling of exhibits, witness expenses, and costs incurred by the Department of Justice, in the prosecution of cases.

10. The Board will be responsible to ensure public awareness of the Act.

LIAISON CHANNELS

11. The Officer in Charge, Customs and Excise Branch, RCMP in consultation with the Directors of the appropriate Branches of the Board, will be responsible for developing policies relative to the enforcement of these Acts and will maintain a regular liaison channel for the discharge of their respective obligations. The Board will be provided with a copy of the mutually approved policies. The Board will inform the RCMP of all matters which come to its attention that may affect enforcement policy.

EVALUATION

12. Pursuant to the desires of the parties to discharge their duties in the enforcement of these Acts, a channel of communication will be established between the Deputy Commissioner (Criminal Operations) and the Secretary of the Board to monitor and evaluate the adequacy and general performance of this agreement.

TERMINATION

13. The Memorandum of Understanding will become effective upon signature by both parties and will remain in effect until terminated by either party on three (3) months written notice to the other party.

GENERAL

14. The Memorandum of Understanding is not entered into nor is it written as a formal or legally binding agreement, but is only a definite expression and record of the purpose and intention of the parties concerned.

15. This Memorandum of Understanding may be amended with the consent of both parties.

16. This Memorandum of Understanding is signed and delivered by the respective parties.

May 13, 1985

Date

Original signed by

R.H. Simmonds

Commissioner

Royal Canadian Mounted Police

August 2, 1985

Date

Original signed by

C.G. Edge

Chairman

National Energy Board