

Trade, Investment and Labour Mobility  
Agreement

Between

British Columbia and Alberta

April 2006

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## PART I

### OPERATING PRINCIPLES

**The Governments of British Columbia and Alberta, RESOLVED to:**

ESTABLISH a comprehensive agreement on trade, investment and labour mobility that applies to all sectors of the economy;

ELIMINATE barriers that restrict or impair trade, investment or labour mobility;

ENHANCE competitiveness, economic growth and stability in Alberta and British Columbia;

INCREASE opportunities and choice for workers, investors, consumers and businesses;

REDUCE costs for consumers, businesses and governments;

PROVIDE access to information and programs to facilitate labour mobility and business establishment;

PROMOTE sustainable and environmentally sound development, and high levels of consumer protection, health and labour standards;

COOPERATE on matters related to trade, investment and labour mobility;

MINIMIZE the impacts of other measures that may adversely affect trade, investment or labour mobility;

RESOLVE disputes in an effective, inexpensive and timely manner;

SUPPORT ongoing trade and investment liberalization both nationally and internationally; and

DEMONSTRATE the benefits of freer trade within Canada by simplifying and expanding upon the scope and coverage of the Agreement on Internal Trade;

**HEREBY AGREE** as follows:

## PART II

### A. EXTENT OF OBLIGATIONS

#### **Article 1: Relationship to the Agreement on Internal Trade**

1. This Agreement is established pursuant to Article 1800 (Trade Enhancement Arrangements) of the *Agreement on Internal Trade*, which permits the Parties to enter into additional arrangements to liberalize trade, investment and labour mobility beyond the level required by that Agreement.
2. In the event of an inconsistency between any provision in Parts II, V and VI of this Agreement and any provision of the *Agreement on Internal Trade*, the provision that is more conducive to liberalized trade, investment and labour mobility prevails between the Parties. In the event that such a provision of the *Agreement on Internal Trade* is determined to be more conducive to liberalized trade, investment and labour mobility, that provision is hereby incorporated into and made part of this Agreement.

#### **Article 2: Scope and Coverage**

1. This Agreement applies to measures of the Parties and their government entities that relate to trade, investment and labour mobility.
2. Each Party is responsible for compliance with this Agreement by its government entities.
3. The benefits of this Agreement accrue only to the Parties and their persons.

### B. GENERAL RULES

#### **Article 3: No Obstacles**

1. Each Party shall ensure that its measures do not operate to restrict or impair trade between or through the territory of the Parties, or investment or labour mobility between the Parties.

#### **Article 4: Non-Discrimination**

1. Each Party shall accord to:
  - a) like, directly competitive or substitutable goods;
  - b) persons;
  - c) services; and
  - d) investors or investments

of the other Party treatment no less favourable than the best treatment it accords, in like circumstances, to its own or those of any non-Party.

2. Each Party shall ensure that any charges it applies to persons, goods, services, investments or investors of the other Party are the same as those charged to its own, in like circumstances, except to the extent that any difference can be justified by an actual cost-of-service differential.

#### **Article 5: Standards and Regulations**

1. Parties shall mutually recognize or otherwise reconcile their existing standards and regulations that operate to restrict or impair trade, investment or labour mobility.
2. Parties shall, where appropriate and to the extent practicable, specify standards and regulations in terms of results, performance or competence.
3. Parties shall not establish new standards or regulations that operate to restrict or impair trade, investment or labour mobility.
4. Parties shall continue to work toward the enhancement of sustainable development, consumer and environmental protection, and health, safety and labour standards and the effectiveness of measures relating thereto.
5. Parties shall cooperate to minimize differences in standards or regulations adopted or maintained to achieve legitimate objectives.

#### **Article 6: Legitimate Objectives**

1. A Party may adopt or maintain a measure that is inconsistent with Articles 3, 4 or 5, or Part II(C) provided that the Party can demonstrate that:
  - a) the purpose of the measure is to achieve a legitimate objective;
  - b) the measure is not more restrictive to trade, investment or labour mobility than necessary to achieve that legitimate objective; and
  - c) the measure is not a disguised restriction to trade, investment or labour mobility.
2. Subject to paragraph 1, Parties may establish the level of protection necessary to achieve a legitimate objective.
3. No Party shall prohibit or restrict an investment or the import of any good or service from the other Party or the export of any good or service to the other Party for a legitimate objective unless the restriction on investment or the import of the like good or service from all non-Parties or the export of the like good or services to all non-Parties is similarly prohibited or restricted.

## **Article 7: Transparency**

1. Each Party shall ensure that its measures covered by this Agreement are made readily accessible.
2. A Party proposing to adopt or amend a measure that may materially affect the operation of this Agreement shall, to the extent practicable:
  - a) notify the other Party of its intention;
  - b) provide a copy of the proposed measure to the other Party on request; and
  - c) provide the other Party with an opportunity to comment on the measure, and take such comments into consideration.
3. Each Party shall ensure that documents requested by the other Party or interested persons of a Party are supplied in a non-discriminatory manner and that any fees charged therefor are reasonable.
4. Nothing in this Agreement shall be construed to require a Party to provide or allow access to information the disclosure of which would:
  - a) be contrary to its freedom of information or privacy legislation;
  - b) impede law enforcement;
  - c) prejudice the legitimate commercial interests of particular enterprises;
  - d) involve a waiver of privilege; or
  - e) otherwise be contrary to the public interest.
5. This Article applies notwithstanding any other provision of this Agreement.

## **Article 8: Rules Relating to Exceptions to the Agreement**

1. With the exception of this Article, measures listed in Part V are not subject to Parts II and IV, except as otherwise provided in Part V.
2. Additional measures may be added to Part V only by mutual consent of the Parties.
3. A Party may, of its own accord, remove any of its measures listed in Part V.

## **Article 9: Rules Relating to Transitional Measures**

1. With the exception of this Article and Articles 13(4), (5) and (6), measures listed in Part VI are not subject to Parts II and IV during the transitional period, except as otherwise provided in Part VI.
2. During the transitional period, the Parties shall undertake further consultations and negotiate any required special provisions, exclusions and transitional provisions to determine the extent of coverage of Part II to measures listed in Part VI.

3. Further to Article 17, during the transitional period the Ministerial Committee shall oversee consultations and negotiations and approve any amendments resulting therefrom.
4. During the transitional period, Parties shall:
  - a) ensure that no measure listed in Part VI is amended or renewed in a manner that would decrease its consistency with this Agreement; and
  - b) seek to minimize any adverse effects on the other Party or its persons of measures listed in Part VI.
5. A Party may, of its own accord, remove any of its measures listed in Part VI.
6. Subject to Article 13(4) and 13(5), additional measures may be added to Part VI only by mutual consent of the Parties.



## **C. SPECIAL PROVISIONS**

### **Article 10: Purpose:**

1. The special provisions in this Part II(C) augment and further elaborate upon the general rules in Part II(B).
2. Except for Article 6, where a provision in this Part II(C) is inconsistent with a provision in Part II(B), the provision in this Part shall prevail to the extent of the inconsistency.

### **Article 11: Investment**

1. Parties shall reconcile their business registration and reporting requirements so that an enterprise meeting such requirements of one Party shall be deemed to have met those of the other Party.
2. No Party shall require an enterprise of the other Party to establish or maintain a representative office or enterprise, or to be resident, in its territory as a condition for carrying on business activities.
3. A requirement by a Party that an enterprise has an agent located within its territory for service of notices of proceedings or other judicial documents is deemed not to be a requirement to establish or maintain a local presence or to be resident in its territory. Parties shall further consider options for eliminating measures requiring the designation or maintenance of agents for service.
4. Nothing in this Agreement shall be construed to prevent a Party from maintaining, designating, or regulating a monopoly for the provision of goods or services within its own territory.

### **Article 12: Business Subsidies**

1. Parties shall not directly or indirectly provide business subsidies that:
  - a) provide an advantage to an enterprise that results in material injury to a competing enterprise of the other Party;
  - b) entice or assist the relocation of an enterprise from the other Party; or
  - c) otherwise distort investment decisionsunless such subsidy is to offset a subsidy being offered by a non-Party or a government entity not subject to this Article.
2. Parties shall jointly encourage non-Parties to eliminate subsidies to business and refrain from bidding wars.

### **Article 13: Labour Mobility**

1. Subject to paragraphs 4 and 5, any worker certified for an occupation by a regulatory authority of a Party shall be recognized as qualified to practice that occupation by the other Party.
2. For greater certainty, requirements imposed on workers to obtain a license or to register with a Party or one of its regulatory authorities prior to commencing work within the territory of that Party shall be deemed to be consistent with paragraph 1 provided that no material additional training or examinations are required as part of that registration procedure and such registrations are processed on a timely basis.
3. Any worker certified to practice a trade under the Red Seal Program shall be recognized as qualified to practice that trade in both Parties.
4. Existing occupation-related measures determined by the Parties to be inconsistent with Part II will be listed in Part VI prior to the entry into force of this Agreement.
5. A Party may subsequently add to the list referred to in paragraph 4 any occupation-related measure considered to be inconsistent with Part II where that measure:
  - a) is necessary to achieve a legitimate objective;
  - b) regulates an occupation that is not regulated by the other Party; or
  - c) relates to a difference between the Parties in the permitted scope of practice of an occupation.
6. Parties shall work to reconcile any measures listed in Part VI pursuant to paragraphs 4 and 5 and to increase their consistency with Part II.
7. Further to Article 7, each Party shall ensure that any requirements imposed on workers to register with a regulatory authority prior to commencing work are published on that regulatory authority's website or through a readily available website of the Party.

### **Article 14: Procurement**

1. Further to Articles 3 and 4, Parties will provide open and non-discriminatory access to procurements of their government entities where the procurement value is:
  - a) \$10,000 or greater for goods;
  - b) \$75,000 or greater for services; or
  - c) \$100,000 or greater for construction.
2. Articles 3 and 4 do not apply to any procurement under the thresholds specified in paragraph 1.

3. Parties shall ensure that procuring government entities post tender notices for all covered procurement through an electronic tendering system or systems provided by the Party. Additional means of providing notices may be used.
4. Parties shall consider options to improve the dispute settlement process as it relates to procurement, including the development of an effective bid protest mechanism. Until such time, the monetary award provisions of Articles 29, 30 and 31 do not apply to any disputes relating to procurement measures or specific procurements by covered government entities.

**Article 15: Energy**

1. Parties shall ensure that their standards-related electricity measures are not incompatible with generally accepted and applicable North American standards or standards of the Western Interconnection Region, including those relating to energy system security and reliability.
2. Parties shall work toward improving existing arrangements and promote enhanced inter-jurisdictional trade in energy.

**Article 16: Transportation**

1. Parties shall require all vehicles owned by a person of a Party to be licensed and registered in the Party where the person is ordinarily resident.
2. Each Party shall provide full and free registration reciprocity for temporary inter- and intra-provincial vehicle operations as provided for by the *Canadian Agreement on Vehicle Registration (CAVR)* without exceptions or additional registration fees for those Category B vehicles described in paragraph 1(a)(i) of CAVR. For the purposes of this Agreement, temporary intra-provincial operation as referenced in paragraph 4 of CAVR means operation for a period of up to 90 days in a calendar year. A Party may require carriers operating such vehicles in its territory in excess of 90 days in any calendar year to obtain a prorated license or temporary operating permit.
3. Upon request, a Party shall identify to the other its carriers having a National Safety Code number for any vehicle with a licensed gross vehicle weight of less than 11,794 kg.
4. Parties shall continue to work toward the enhancement of public safety and preservation of highway infrastructure through measures relating to cargo securement, and vehicle configurations, weights and dimensions.

## PART III

### ADMINISTRATIVE PROVISIONS

#### **Article 17: Ministerial Committee**

1. Each Party shall appoint a Minister to a Ministerial Committee to:
  - a) ensure the implementation of and ongoing adherence to this Agreement;
  - b) review annually the exceptions listed in Part V with a view to reducing their scope;
  - c) oversee consultations and negotiations to address the transitional measures listed in Part VI;
  - d) consider reports of any working groups formed under this Agreement;
  - e) approve any amendments to the Agreement; and
  - f) consider any other matter that may affect the operation of this Agreement.

#### **Article 18: Ministerial Committee Structure and Procedures**

1. The Ministerial Committee shall be composed of cabinet-level representatives authorized to act on behalf of their respective governments in matters pertaining to this Agreement.
2. The Ministerial Committee shall be convened upon the request of either Party.
3. The Ministerial Committee may establish its own practices and procedures.
4. All decisions and recommendations of the Ministerial Committee shall be taken by consensus.

#### **Article 19: Administrative Facilities**

1. Parties shall either establish a Secretariat or appoint one or more administrators prior to the entry into force of this Agreement.
2. Each Party shall maintain a contact point for the other Party or interested persons of a Party to answer or refer reasonable enquiries and to provide information in a timely manner pertaining to its existing and proposed measures and other matters covered by this Agreement. The contact points will be published on both Parties' websites.
3. The contact points shall publish the contact details for the administrator for the purposes of Part IV.

**Article 20: Accession and Withdrawal**

1. Further to Article 1800 (Trade Enhancement Agreements) of the *Agreement on Internal Trade*, any Canadian province, territory or the Federal Government may accede to this Agreement upon acceptance of its terms.
2. A Party may withdraw from this Agreement on 12 months written notice to the other Party.

**Article 21: Further Negotiations**

1. The Parties may enter into negotiations to amend this Agreement.
2. The Parties may establish such working groups as they consider necessary to ensure that the obligations of this Agreement are met.

**Article 22: Further Co-operation**

1. Parties shall cooperate to promote their mutual interests nationally and internationally.
2. Parties shall continue to jointly advocate for the removal of any Federal Government measures that operate to restrict, impair or distort trade, investment and labour mobility between the Parties.

**Article 23 Entry Into Force**

1. This Agreement shall enter into force on April 1, 2007.
2. Neither Party shall, during the period beginning on the date of execution and ending on the date of entry into force of this Agreement, adopt a measure that would be inconsistent with this Agreement or amend or renew a measure in a manner that would decrease its consistency with this Agreement.

## PART IV

### DISPUTE RESOLUTION PROCEDURES

#### **Article 24: Application**

1. This Part applies to the avoidance and resolution of disputes between Parties, or between persons and Parties, regarding the interpretation or application of this Agreement.
2. Where a dispute falls within the jurisdiction of a regulatory body listed in Appendix 1 of this Agreement, the dispute resolution processes established by that regulatory body shall first be used.
3. Where a Party or person believes that a measure is inconsistent with both the *Agreement on Internal Trade* and this Agreement, they must choose which agreement's dispute resolution process to use and, once chosen, will have no recourse to the other process regarding that same measure.

#### **Article 25: Consultations**

1. A Party may request in writing to the contact person of the responding Party that the responding Party engage in consultations to resolve any matter regarding the interpretation or application of this Agreement.
2. Where a person of a Party has first exhausted all other reasonable means to resolve any matter regarding the interpretation or application of this Agreement, that person may request in writing that a Party initiate consultations with the responding Party on its behalf.
3. Following the delivery of a request made under paragraph 2, a requested Party must determine within 21 days whether to proceed with consultations on the person's behalf. If the Party accedes to the request, it shall request consultations with the responding Party within 7 days.
4. If the requested Party declines the request under paragraph 2, it must provide written notice to the person, setting out the reasons for its decision, within 21 days from delivery of the written request. Failure to provide notice to the person within the 21-day period shall be deemed to be a rejection of the request.
5. Following the rejection of its request under paragraph 4, the person may, within six months, request in writing to the contact point of the responding Party that the responding Party enter into consultations with that person to resolve the matter.

6. In its request for consultations under paragraph 1 or 5, the Party or person requesting consultations shall:
  - a) provide the factual basis for the matter at issue, including the existing or proposed measure at issue;
  - b) list those provisions of this Agreement it considers to apply to the matter;
  - c) describe in detail the alleged inconsistency; and
  - d) provide an address for service.

Should the matter proceed to panel under Article 26, the consultation request shall establish the basis of the complaint.

7. The consulting parties shall exchange all reasonable information pertaining to the matter.
8. Consulting parties may include relevant sectoral and trade officials in the consultations and, by mutual consent, may use mediation or other cooperative means to resolve the matter.
9. Consultations shall be without prejudice to the rights of the consulting parties in any further proceedings.
10. Consultations shall be completed within 30 days from delivery to the responding Party of the written request for consultations under paragraph 1 or 5.

#### **Article 26: Establishment of a Panel**

1. Prior to the entry into force, each Party will establish and maintain a list of at least five individuals to act as panellists. If a Party fails to establish or maintain a list, the other Party's roster of panellists shall be exclusively used.
2. If, following consultations under Article 25, the consulting parties have failed to resolve the matter, either of them may request the establishment of a panel to consider the matter. Such request shall be made in writing to the other consulting party. A copy of the request shall be delivered to the administrator and the Ministerial Committee.
3. In order to access the panel process established under this Article, a person must acknowledge, in writing, its consent thereto and such consent shall be included with the request made under paragraph 2.
4. If more than one administrator has been designated, the administrator located within the territory of the responding Party will administer the dispute.
5. Once the request has been delivered under paragraph 2, each disputant shall select a panellist within 15 days. If the disputants are Parties, they each shall select a panellist from the other Party's list. If one of the disputants is a person, that person

shall select a panellist from the responding Party's list and the responding Party shall select a panellist from the other Party's list. If a disputant fails to select a panellist within 15 days, the chosen panellist shall select the second panellist by lot from the applicable list of the disputant which has failed to choose a panellist.

6. Within 10 days of their appointment, the two panellists shall choose, by consensus, a panellist from the lists of their Parties to chair the proceedings. If the two panellists are unable to agree, they shall choose a chair by lot from the lists of the Parties.
7. As an alternative to the panel selection process under paragraphs 5 and 6, the disputants may, by mutual consent and within 15 days of the commencement of the selection process under paragraph 5, choose a single panellist to consider the matter.
8. All panellists selected must be independent and impartial in the matter under dispute.

#### **Article 27: Panel Proceedings**

1. Except as otherwise specifically provided in this Part, the panel shall conduct its proceedings in accordance with the UNCITRAL Arbitration Rules.
2. Within 7 days of the panel being established, the complainant will provide to the administrator a copy of the request for consultations issued under Article 25(6) and, if one of the disputants is a person, that person will provide to the administrator and the other disputant a copy of the notice, if any, issued under Article 25(4).
3. Subject to the requirements of this Part, the panel shall determine the manner in which it intends to proceed and, through the administrator, shall so notify the disputants.
4. In a dispute where one of the disputants is a person, the non-disputing Party may make oral and written submissions to the panel regarding the interpretation of this Agreement.
5. Without prejudice to a panel's authority to address other objections as preliminary questions, a panel shall address and decide as a preliminary question any objection by the responding Party that the matter under dispute is not one for which an award in favour of the complainant may be made under this Agreement.
6. Subject to Article 7(4) and any concerns relating to confidential information, panel hearings shall be open to the public, and the panel shall determine, in consultation with the disputants, the appropriate logistical arrangements therefor.



7. The hearing of the matter shall take place within 45 days of the establishment of the panel under Article 26 and shall take place at a location within the territory of the responding Party, as determined by the panel.
8. On agreement of the disputants, the panel process may be terminated at any time prior to the issuance of the panel's final report.
9. The panel shall, within 45 days of hearing the dispute, issue a report to the disputants that contains:
  - a) findings of fact;
  - b) rulings on any applicable interpretations and whether the measure at issue is or would be inconsistent with this Agreement;
  - c) any findings as to the possible economic effect of the measure;
  - d) recommendations, if any, to resolve the dispute; and
  - e) specification of a reasonable period of time for implementation of the panel's recommendations, which shall be no longer than one year from the issuance of the report.
10. Within 10 days of the delivery of the panel report to the disputants, either disputant, with notice to the other disputant, may request in writing to the administrator that the panel clarify or reconsider any part of the panel report. If no such request is received by the administrator within that 10-day period, the panel's report will be considered to be final.
11. Within 5 days of delivery of a request to the administrator under paragraph 10, the other disputant may provide a response thereto to the administrator. The panel shall, within 15 days of delivery of the initial request to the administrator, provide the requested clarification or rule on the requested reconsideration. Thereafter, the panel's report, including any clarification or reconsideration thereof issued by the panel, will be considered to be final.
12. The final report of the panel is binding on the disputants and, subject to Article 7(4) and any concerns relating to confidential information, shall be made public.

**Article 28: Implementation of Final Report**

1. Disputants shall, within 30 days of delivery of the final panel report, agree on the resolution of the dispute. Absent any other agreement between the disputants, resolution of the dispute will require compliance with the determinations and recommendations of the Panel.

**Article 29: Non-Implementation**

1. If a disputant believes the panel's final report or the agreement reached between the disputants under Article 28 has not been complied with, that disputant may request

that a panel be convened to determine whether there has been compliance. Such request shall be made in writing to the administrator and to the other disputant. A copy of the request shall be delivered to the Ministerial Committee.

2. The panel established to determine if there has been compliance shall be composed of the original panellists unless otherwise agreed to by the disputants. Any new panellist, or any panellist that is unwilling or unable to participate, shall be replaced using the process established under Article 26(5), (6) and (7).
3. The panel shall convene within 30 days after the date of delivery of the request to the administrator. The panel shall determine the manner in which it intends to proceed and, through the administrator, shall so notify the disputants.
4. Subject to Article 7(4) and any concerns relating to confidential information, panel hearings shall be open to the public and the panel shall determine, in consultation with the disputants, the appropriate logistical arrangements therefor.
5. In a dispute where one of the disputants is a person, the non-disputing Party may make oral and written submissions to the panel regarding compliance with the panel's final report.
6. The panel shall, within 30 days of being convened, determine whether the final report or the agreement reached between the disputants has been complied with and issue a compliance report.
7. Subject to Article 14(4), if the panel determines that there has not been compliance, it shall:
  - a) if the disputants are both Parties, issue a monetary award determined in accordance with Article 30 or authorize retaliatory measures of equivalent economic effect, or both; or
  - b) if one of the disputants is a person, issue a monetary award determined in accordance with Article 30.
8. Subject to any judicial review initiated under Article 31, any remedy determined under paragraph 7 shall be effective at a time of the panel's discretion.

### **Article 30: Determination of Monetary Awards**

1. In determining the amount of any monetary award under Article 29(7), the panel shall take into account:
  - a) the efforts made by the responding Party to conform with the recommendations of the panel in its final report or the agreement between the disputants under Article 28;
  - b) the nature and extent to which the measure has caused economic injury to the complainant and the extent to which that injury would continue should the responding Party continue to be non-compliant; and
  - c) any other factor the panel considers relevant in the circumstances.
2. In no circumstances shall a monetary award exceed \$5 million with respect to any one matter under consideration.

### **Article 31: Judicial Review**

1. A disputant may, within 15 days after the delivery to the disputants of any compliance report that has awarded a monetary award under Article 29(7), request judicial review of that report under:
  - a) section 30 of the *Commercial Arbitration Act* (RSBC 1996 c. 55) if the responding Party is British Columbia; and
  - b) paragraphs 45(1)(c) and (f) through (i), and subsection 45(8) of the *Arbitration Act* (RSA 2000, c. A-43) if the responding Party is Albertaand solely for the purpose of this Article, the Parties agree that this Part constitutes an “arbitration agreement” and any compliance report constitutes an “award” as those terms are defined in the applicable statute.
2. The effective time of any award as determined by the panel under Article 29(7) shall be suspended during the period of any judicial review under this Article.

### **Article 32: Costs and Remuneration**

1. The panel may apportion costs at its discretion. For greater certainty, if the disputants agree to terminate the panel proceedings prior to the issuance of the panel’s final report under Article 27(8), the panel retains the power to apportion any costs incurred up to such termination.
2. Each Party shall provide under its laws that any monetary award issued under Article 29(7), or any award of costs under paragraph 1, shall be enforceable in the same manner as an order issued by that Party’s superior court.
3. Parties shall, prior to the entry into force of this Agreement, and thereafter every five years, establish the amounts of remuneration and expenses that will be paid to administrators, panellists, or any experts that they may engage.

**Article 33: Abridgement or Extension of Time Periods**

1. Consulting parties or disputants may, by mutual agreement, abridge or extend any time period specified in this Part.

**Article 34: Other Provisions**

1. A person may not initiate proceedings under this Part if more than two years have elapsed from the date on which the person first acquired, or should have first acquired, knowledge of the alleged inconsistency.
2. A person may not initiate any proceedings under this Part regarding any measure that is already the subject of proceedings under this Part until such time as those ongoing proceedings have been completed.
3. Parties shall establish a code of conduct governing panellists prior to entry into force of the Agreement.
4. The Parties may, at any time, issue a joint decision declaring their interpretation of this Agreement. All such joint decisions shall be binding on panels and any subsequent decision or award by a panel issued under this Part must be consistent with such joint decisions.

## **PART V**

### **EXCEPTIONS TO THE AGREEMENT**

#### **BOTH PARTIES**

##### **General Exceptions**

1. Measures adopted or maintained relating to:
  - a) Aboriginal peoples;
  - b) Water, and services and investments pertaining to water;
  - c) Subject to Article 12, taxation and associated compliance mechanisms;
  - d) Subject to Articles 4 and 12, other revenue generation, including royalties and mark-ups, and associated compliance mechanisms;
  - e) Regulated rates established for the public good or public interest; or
  - f) Social policy, including labour standards and codes, minimum wages, employment insurance, social assistance benefits and worker's compensation.

##### **Business Subsidies**

1. Measures adopted or maintained to provide:
  - a) Compensation to persons for losses resulting from calamities such as diseases or disasters;
  - b) Assistance for book and magazine publishers, sound recordings, and film development, production and distribution;
  - c) Assistance for recreation;
  - d) Assistance for academic research; or
  - e) Assistance to non-profit organizations.

##### **Government Procurement**

1. Articles 3, 4 and 14 do not apply in the circumstances listed below in paragraph 2 provided that procurement procedures are not used by the procuring Party to avoid competition, discriminate between suppliers, or protect its suppliers.

## 2. Procurements:

- a) from philanthropic institutions, prison labour or persons with disabilities;
- b) from a public body or a non-profit organization;
- c) of goods purchased for representational or promotional purposes, and services or construction purchased for representational or promotional purposes outside the territory of a Party;
- d) of health services and social services;
- e) on behalf of an entity not covered by Article 14;
- f) by entities which operate sporting or convention facilities, in order to respect a commercial agreement containing provisions incompatible with Article 3, 4 or 14;
- g) where it can be demonstrated that only one supplier is able to meet the requirements of a procurement;
- h) where an unforeseeable situation of urgency exists and the goods, services or construction could not be obtained in time by means of open procurement procedures;
- i) when the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest;
- j) of services provided by lawyers and notaries;
- k) of goods intended for resale to the public; or
- l) in the absence of a receipt of any bids in response to a call for tenders.

## **Energy and Minerals**

1. Subject to Article 4, measures adopted or maintained relating to:
  - a) the licensing, certification, registration, leasing or other disposition of rights to energy or mineral resources;
  - b) exploration and development of energy or mineral resources; or
  - c) management or conservation of energy or mineral resources.
2. Measures adopted or maintained to promote renewable and alternative energy.

## **Transportation**

1. Measures relating to the licensing of a motor vehicle operated by or on behalf of a person who may charge or collect compensation for the transportation of passengers in that vehicle.

## **Regional Economic Development**

1. Regional economic development measures, provided that such measures:
  - a) are only adopted or maintained under exceptional circumstances;
  - b) are not more trade restrictive than necessary to achieve their specific objective;
  - c) do not operate to unduly harm the economic interests of persons, goods, services or investments of the other Party;
  - d) minimize the discriminatory effects and impacts on trade, investment and labour mobility; and
  - e) are consistent with Article 12.

## **Forests, Fish and Wildlife**

1. Measures adopted or maintained relating to:
  - a) the licensing, certification, registration, leasing or other disposition of rights to the harvesting of forest or fish resources;
  - b) the management or conservation of forests, fish and wildlife; or
  - c) requirements that timber be used or manufactured within the territory of a Party.

## **Environment**

1. Measures adopted or maintained relating to the management and disposal of hazardous and waste materials.

## ALBERTA

### Investment

1. *Fair Trading Act – Collections and Debt Repayment Regulation and Public Auctions Regulation*, requiring that funds be maintained in an Alberta-based account.
2. *Fisheries (Alberta) Act* requires residency for:
  - a) Commercial Bait Fish Licence; and
  - b) Commercial Fish Licence.
3. *Wildlife Act* requires residency for:
  - a) Registered Fur Management;
  - b) Registered Fur Management Partner; and
  - c) Resident Fur Management.

### Energy

1. *Power Purchase Arrangements Regulation*, Section 3 that restricts access to and ownership of Power Purchase Arrangements.

### Agriculture

1. Measures adopted or maintained relating to regulated marketing and supply management which restrict trade, or the right to invest in the production of, or to produce poultry, dairy and eggs.



## BRITISH COLUMBIA

### Energy

1. Measures adopted or maintained relating to the use of dams, reservoirs and generation facilities provided that such measures are not used for the purpose of preventing access to electricity transmission facilities.
2. Measures to ensure domestic load is served as provided for in the British Columbia Transmission Corporation's Open Access Transmission Tariff, where filed with, and approved by, the British Columbia Utilities Commission.
3. *Provisions of the BC Hydro Public Power Legacy and Heritage Contract Act, S.B.C.2003, c. 86, and any regulations or special directions pursuant thereto. Without limiting the foregoing, the Act prohibits BC Hydro from selling, or otherwise disposing of, protected (heritage) assets, and Heritage Special Direction No. HC2 to the British Columbia Utilities Commission that ensures domestic customers of BC Hydro receive the benefit of the utility's low-cost resources on an embedded cost basis for a minimum of ten years, beginning April 1, 2004.*

### Transportation

1. Measures to ensure adequate insurance coverage for commercial vehicles.

### Agriculture

1. Existing regulatory measures adopted pursuant to the *Natural Products Marketing (BC) Act* which restrict trade or investment in agricultural products or production regulated thereunder.

## PART VI

### TRANSITIONAL MEASURES

#### BOTH PARTIES

##### Standards and Regulations

1. Existing standards and regulations that operate to restrict or impair trade, investment or labour mobility not otherwise expressly addressed in this Agreement.

##### Investment

1. Measures relating to business registration and reporting.

##### Business Subsidies

1. Measures adopted or maintained relating to financial support and assistance provided to the agriculture and agri-food sectors.

##### Labour Mobility

1. With the exception of Article 9 and Articles 13(4), (5) and (6), Parts II and IV do not apply to the following measures until such time as the Parties agree pursuant to efforts under Article 13(6):

<b>Occupation</b>	<b>Additional requirements</b>
Acupuncturist	British Columbia: may require additional examination or training.
Agrologist	Alberta: diploma holders will be reassessed, and may require examination.
Architect	British Columbia: two years in the practice of architecture or employment in the office of a practicing member of the Architectural Institute of B.C. or a practicing architect approved by the Institute's council.
Audiologist, Speech or Language	Alberta: must meet the requirements established for this occupation under the <i>Health Professions Act</i> .

<b>Occupation</b>	<b>Additional requirements</b>
Autobody – Prep Technician (AB) and Automotive Refinishing Prep Technician (BC)	Alberta: examination for individuals who have not completed an apprenticeship.
Biologist, Registered Professional	British Columbia: may require additional examination to perform some activities.
Cemetery and Funeral Services Pre-Needs Sales Person	Alberta: additional study and examination.
Chiropractor	Both: examination of practitioners who have not written the National Chiropractic Examination Board exam.
Combined Laboratory and X-Ray Technologist	Alberta: examination or training requirements established under the <i>Health Professions Act</i> .
Community/Urban Planner	Alberta: examination or training requirements.
Crane and Hoisting Equipment Operator – Boom Truck (AB) and Boom Truck Operator Class A (BC)	Alberta: examination for individuals who have not completed an apprenticeship.
Crane and Hoisting Equipment Operator – Hydraulic Mobile Crane (AB) and Hydraulic Crane Operator (BC)	Alberta: examination for individuals who have not completed an apprenticeship.
Crane And Hoisting Equipment Operator – Tower Crane (AB) and Tower Crane Operator (BC)	Alberta: examination for individuals who have not completed an apprenticeship.
Dental Assistant	Alberta: must pass the National Dental Assisting Examining Board Exam.

<b>Occupation</b>	<b>Additional requirements</b>
Dental Hygienist	Alberta: must graduate from an accredited dental hygiene program and be certified by the National Dental Hygiene Certification Board.
Dental Technician and Technologist	British Columbia: may require additional training or examination depending on category of registration in Alberta.
Dentist	Alberta: requires dentists registering as a specialist to complete the National Dental Speciality Examination.
Denturist	Alberta: may require additional training.
Dietician, Registered	Both: may require additional training or examination.
Elevator Constructor	Alberta: requires a credential issued by the Canadian Elevator Industry Education Program (CEIEP) or, if necessary, will issue an Alberta document subject to additional training or examination.
Engineer	Alberta: may require additional examination in specialty areas.
Forest Technologist	Both: examination.
Forester	Both: examination.
Funeral Director	Alberta: examination on the <i>Alberta Funeral Services Act</i> and associated regulations.
Gasfitter A (BC) and level 1 gasfitter (AB)	Alberta: recognizes as equivalent.
Gasfitter B (BC) and level 2 gasfitter (AB)	Alberta: recognizes Red Seal in plumbing or pipefitting as qualified to work as a level 2 gasfitter.
Gasfitter, Other	Alberta: holders of other certificates will have qualifications reviewed and may be required to take additional examination or training for certification.
Geo-Scientist (for Alberta this category includes Geologists and Geophysicists)	Both: may require examinations in specialty areas.

<b>Occupation</b>	<b>Additional requirements</b>
Hearing Aid Practitioner	Alberta: those who completed their training after July 1, 2002 must demonstrate currency of their competencies.
Home Economist	Alberta: may require additional training or examination to use the professional designation.
Hunting Guide	Both: local presence.
Land Agent	Alberta: may require additional training or examination.
Landscape Architect	British Columbia: may require additional training or examination.
Land Surveyor	Both: additional training or examination.
Lawyer	Both: additional examination.
Massage Therapist	British Columbia: additional training and examination.
Medical Laboratory Technologist	Alberta: certification from the Canadian Society for Medical Laboratory Science or evidence of currency as set out under the <i>Health Professionals Act</i> . Additional training or examination may be required.
Medical Radiation and Diagnostic Technologist	Alberta: must demonstrate that practice hour requirements are met.
Mortgage Broker and Mortgage Agent	Alberta: must take the Provincial Qualifying exam and be licensed by the Real Estate Council of Alberta. May require additional coursework.
Motor Vehicle Sales Person	Alberta: must take a course and be licensed by the Alberta Motor Vehicle Industry Council. British Columbia: must be a resident of British Columbia.
Motor Vehicle Dealer	British Columbia: may require additional training or examinations.
Naturopathic Physician	British Columbia: may require additional training or examinations.

Occupation	Additional requirements
Notary Public	<p>Alberta: must be a member of the Law Society of Alberta, or registered as a student-at-law, or be appointed by the Alberta Minister of Justice and Attorney General. To be appointed as a notary public, a person must be a Canadian Citizen or lawfully admitted into Canada for permanent residence and resident in Alberta.</p> <p>British Columbia: quantitative restriction on the number of members under the <i>Notaries Act</i>.</p>
Nurse, Licensed Practical	<p>Alberta: must have training in pharmacology, physical assessment, and infusion therapy. A six-month registration is permitted for Licensed Practical Nurses seeking to meet Alberta's registration requirements.</p>
Nurse, Registered	<p>Alberta requires Nurse Practitioners to have their equivalencies assessed.</p>
Nurse Practitioner	<p>Both: assessment of competency.</p>
Occupational Therapist	<p>Alberta: must graduate from a Canadian Association of Occupational Therapists approved program, pass the certification exam and meet currency requirements.</p> <p>Both: may require additional training or examinations.</p>
Optometrist	<p>Alberta: must provide evidence of obtaining Level 3 CPR certification, and pass a jurisprudence exam. Additionally, must provide evidence of 40 hours of clinical practice in prescribing topical pharmaceutical agents to be granted the authority to prescribe.</p>
Paramedic	<p>British Columbia: additional examination requirements.</p> <p>Alberta: Emergency Medical Technician and Emergency Medical Technician-Paramedic applicants must write an exam.</p> <p>Alberta: Emergency Medical Responder applicants are assessed through a substantial equivalency process.</p>
Pesticide Applicator	<p>Alberta: must apply for an Alberta certificate. Additional examination may also be required.</p>
Pharmacist	<p>Alberta: additional examination requirements.</p>
Physical Therapist	<p>Alberta: non-licensed Physical Therapists must</p>

<b>Occupation</b>	<b>Additional requirements</b>
	demonstrate the currency of their competencies.
Power Engineer	British Columbia: Power Engineers from Alberta holding a standardized certificate may obtain a BC Safety Authority certificate of the same class; Power Engineers holding an Alberta certificate may obtain a BC Safety Authority certificate that is one class lower.
Psychologist	Alberta: must pass an oral examination.
Real Estate Agent Real Estate Agent (Realtor) Associate Real Estate Broker Real Estate Broker	Alberta: a Realtor/Broker must take the Provincial Qualifying exam and be licensed by the Real Estate Council of Alberta. Additional coursework may be required.
Real Estate – Appraiser	Alberta: must become an active member in good standing of a professional appraisers' association prior to being licensed.
Respiratory Technologist	Alberta: must participate in the continuing competence program administered by the Canadian Society of Respiratory Therapists and must have completed 720 practice hours.
Social Worker, Licensed	British Columbia: must have a degree in Social Work.
Teacher	British Columbia: Additional training and examination.
Waste Facility Operator	Alberta: additional education and experience may be required to be either conditionally or fully certified.
Waste Water Operator	Alberta: must have an Alberta address and apply for Alberta certification. May require additional training and examination.
Water Well Driller	Alberta: examination for individuals who have not completed an apprenticeship.

## **Procurement**

1. Measures relating to the procurement of professional services provided by architects and engineers.
2. Parties shall further consider technological improvements that will improve access to each other's electronic tendering systems.

## **Transportation**

1. The Recognition of Joint Access to Interprovincial Charter Bus Markets – Memorandum of Agreement – The Governments of British Columbia and Alberta.
2. Measures relating to the implementation of the Canadian Driver Licence Agreement.

## **Financial Institutions and Financial Services**

1. Existing measures relating to financial institutions and financial services.

## **Crown Corporations, Government-Owned Commercial Enterprises, Municipalities, Municipal Organizations, School Boards, and Publicly-Funded Academic, Health and Social Service Entities**

1. Measures of or relating to Crown corporations, government-owned commercial enterprises, municipalities, municipal organizations, school boards, and publicly-funded academic, health and social service entities.

## **ALBERTA**

## **Investment**

1. Provisions of the *Coal Conservation Act*, *Coal Conservation Regulation*, *Oil and Gas Conservation Act*, *Oil and Gas Conservation Regulation*, *Oil Sands Conservation Act*, *Pipeline Act*, and *Pipeline Regulation*, which require enterprises resident outside Alberta to maintain an office in Alberta or appoint an agent in Alberta. With respect to these measures, the Parties agree that "transitional period" means a period of 18 months after the entry into force of this Agreement.



2. The *Wildlife Act* and the *Fisheries (Alberta) Act* require residency for the following licences and permits:
  - a) Fish Establishment Licence;
  - b) Taxidermy Permit;
  - c) Game Bird Farm Permit;
  - d) Game Bird Shooting Ground;
  - e) Commercial Falconry;
  - f) Zoo Permit; and
  - g) Class 1 or Class 2 Fur Dealer.

## **BRITISH COLUMBIA**

### **Investment**

1. Section 16(5) of the *Liquor Control and Licensing Act*, which requires residency for individuals and partnerships to obtain a liquor licence. In the case of a corporation, the manager selected by the corporation to carry on its business in the licensed establishment must be a resident of the province.

### **Government Procurement**

1. The British Columbia Ministry of Transportation's Registration, Identification, Selection and Performance Evaluation (RISP) contract system.

## PART VII

### GENERAL DEFINITIONS

In this Agreement:

**administrator** means the Secretariat, if established, or a third party contracted to provide secretarial and operational support as provided under Article 19;

**business subsidy** means a financial contribution by a Party, namely:

- a) cash grants, loans, debt guarantees or an equity injection, made on preferential terms;
- b) a reduction in taxation and other forms of revenue generation, including royalties and mark-ups, or government levies otherwise payable, but does not include a reduction resulting from a provision of general application of a tax law, royalties, or other forms of a Party's revenue generation; or
- c) any form of income or price support that results directly or indirectly in a draw on the public purse

that confers a benefit on a specific non-government entity, whether organized as one legal entity or as a group of legal entities, but does not include generally available infrastructure, assistance to provide generally available infrastructure, or subsidies defined as non-actionable under Article 8 of the World Trade Organization *Agreement on Subsidies and Countervailing Measures*;

**carrier** means a person that seeks to provide or provides a motor vehicle transportation service;

**complainant** means the Party or a person that has requested the establishment of a panel under Article 26;

**construction** means a construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, the supply of products and materials, the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering or architectural work, but does not include professional consulting services related to the construction contract unless they are included in the procurement;

**consulting parties** means the Party or person that has initiated consultations under Article 25, and the responding Party;

**disputants** means a Party or person that has requested the establishment of a panel under Article 26, and the responding Party;

**enterprise** means an entity constituted, established, organized or registered under the applicable laws of a Party, whether privately owned or governmentally owned, including any corporation, trust, partnership, cooperative, sole proprietorship, joint-venture or other form of association, for the purpose of economic gain;

**existing** means existing as of the date of the entry into force of this Agreement;

**financial service** means any service or product of a financial nature that is subject to, or governed by, a measure adopted or maintained by a Party or by a public body that exercises regulatory or supervisory authority delegated by law and includes, but is not limited to:

- a) deposit-taking;
- b) loan and investment services;
- c) insurance;
- d) estate, trust and agency services;
- e) securities; and
- f) all forms of financial or market intermediation including, but not limited to, the distribution of financial products;

**financial institution** is a person that is subject to, or governed by, a measure adopted or maintained by a Party or by a public body that exercises regulatory or supervisory authority delegated by law, in respect of and by reason of the production or provision of a financial service;

**good** means a good that is produced, manufactured, grown or obtained in, used for a commercial purpose in, or distributed from, the territory of a Party;

**government entity** means a Party's:

- a) departments, ministries, agencies, boards, councils, committees, commissions and similar agencies of government;
- b) Crown Corporations, government-owned commercial enterprises, and other entities that are owned or controlled by the Party through ownership interest;
- c) regional, local, district or other forms of municipal government;
- d) school boards, publicly-funded academic, health and social service entities; and
- e) non-governmental bodies that exercise authority delegated by law;

**investment** means:

- a) an enterprise;
- b) financial assets, including money, shares, bonds, debentures, partnership rights, receivables, inventories, capital assets, options and goodwill;
- c) the acquisition of financial assets; or
- d) the establishment, acquisition or expansion of an enterprise;

**investor** means:

- a) a Party;
- b) a person ordinarily resident in the territory of a Party; or
- c) an enterprise carrying on business in the territory of a Party;

that seeks to make, is making, or has made an investment within a Party;

**legitimate objective** means any of the following objectives pursued within a Party:

- a) public security and safety;
- b) public order;
- c) protection of human, animal or plant life or health;
- d) protection of the environment;
- e) conservation and prevention of waste of non-renewable or exhaustible resources;
- f) consumer protection;
- g) protection of the health, safety and well-being of workers;
- h) provision of social services and health services within the territory of a Party;
- i) affirmative action programs for disadvantaged groups; or
- j) prevention or relief of critical shortages of goods essential to a Party

considering, among other things, where appropriate, fundamental climatic or other geographical factors, technological or infrastructural factors, or scientific justification;

"Legitimate objective" does not include protection or favouring of the production of an enterprise of a Party;

**measure** includes any legislation, regulation, standard, directive, requirement, guideline, program, policy, administrative practice or other procedure;

**non-governmental bodies that exercise authority delegated by law** means any organization, institution, corporation or association to whom regulatory or supervisory authority has been delegated by a Party;

**Party** means either signatory to this Agreement;

**person** means a natural person or an enterprise of a Party;

**procurement** means the acquisition by any means, including by purchase, rental, lease or conditional sale, of goods, services or construction, but does not include:

- a) any form of government assistance such as grants, loans, equity infusion, guarantees or fiscal incentives; or
- b) government provision of goods and services to persons or other government organizations;

**procurement value** means the estimated total financial commitment resulting from a procurement, not taking into account optional renewals when the compulsory part of the contract is of at least one year's duration;

**regulation** means a standard that has been adopted into law;

**regulatory authority** means a government entity with authority to certify or regulate an occupation;

**responding Party** means the Party whose measure is at issue in consultations under Article 25 or a complaint under Article 26;

**sanitary and phytosanitary measures** means a measure that a Party adopts or maintains to:

- a) protect animal or plant life or health in its territory from risks arising from the introduction, establishment or spread of a pest or disease;
- b) protect human or animal life or health in its territory from risks arising from the presence of an additive, contaminant, toxin or disease causing organism in a food, beverage or feedstuff;
- c) protect human life or health in its territory from risks arising from a disease-causing organism or pest carried by an animal or plant, or a product thereof; or
- d) prevent or limit other damage in its territory arising from the introduction, establishment or spread of a pest;

**service** means a service supplied or to be supplied, by a person of a Party;

**standard** means a specification, approved by a Party or by a recognized body, that sets out the rules, guidelines or characteristics for:

- a) goods or related processes and production methods,
- b) services and service providers or their related operating methods,
- c) occupations and occupational qualifications,
- d) sanitary/phytosanitary measures;

**transitional period** means the two-year period commencing as of the entry into force of this Agreement, or as the Parties otherwise agree;

**water** means surface and ground water in liquid, gaseous, or solid state, but does not include water packaged in containers with a capacity of 20 litres or less.

## **APPENDIX I**

### **REGULATORY BODIES WITH ESTABLISHED DISPUTE RESOLUTION PROCEDURES**

British Columbia Utilities Commission  
British Columbia Oil and Gas Commission  
Alberta Energy Utilities Board

**In Witness Whereof**, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Signed at \_\_\_\_\_,  
28<sup>th</sup> day of April, 2006

Signed at \_\_\_\_\_,  
28<sup>th</sup> day of April, 2006

\_\_\_\_\_  
The Honourable Gordon Campbell,  
Premier of British Columbia

\_\_\_\_\_  
The Honourable Colin Hansen,  
Minister of Economic Development,  
and Minister Responsible for the Asia-Pacific  
Initiative and the Olympics,  
Government of British Columbia

Signed at \_\_\_\_\_,  
28<sup>th</sup> day of April, 2006

Signed at \_\_\_\_\_,  
28<sup>th</sup> day of April, 2006

\_\_\_\_\_  
The Honourable Ralph Klein,  
Premier of Alberta

\_\_\_\_\_  
The Honourable Gary Mar,  
Minister of International and Intergovernmental  
Relations, Government of Alberta