

# **MEMORANDUM OF UNDERSTANDING**

## **BETWEEN**

### **FEDERAL ENERGY REGULATORY COMMISSION**

## **AND**

### **DEPARTMENT OF ENERGY AND CLIMATE CHANGE**

The Federal Energy Regulatory Commission USA (FERC) and the Department of Energy and Climate Change UK (DECC), as parties to this Memorandum of Understanding (MOU), hereby acknowledge and declare as follows:

1. FERC is an independent agency of the United States government that regulates the interstate transmission of electricity, natural gas, and oil. FERC also reviews proposals to build liquefied natural gas (LNG) terminals and interstate natural gas pipelines as well as licensing hydropower projects. FERC's responsibilities encompass protecting the reliability and cybersecurity of the bulk power system through mandatory reliability standards.

2. DECC is a government department of the United Kingdom with responsibility for securing clean, safe, secure, affordable energy and tackling global climate change. DECC's responsibilities relevant to this MOU include: protecting and improving the security and resilience of energy assets and networks (covering the electricity, gas and oil sub-sectors) from all threats/hazards; the integration of renewable energy sources; the development and deployment of Smart Grids, Smart Meters and demand response; and the development of policy and regulatory framework for energy markets.

3. The parties recognize that the conduct of their responsibilities may be assisted by a cooperative exchange of information to facilitate the undertaking of their respective missions. The parties recognize that the regulatory efforts of both FERC and DECC may benefit from increased communication and cooperation on specific matters.

4. The parties further recognize that appropriate coordination encompassing the exchange of information could promote the public interest through increased efficiency and, when appropriate, coordinated action.

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5. The parties acknowledge that any data or other information furnished in accordance with this MOU should be kept confidential and non-public, and should not be disclosed or made available to any other person except pursuant to the applicable laws and regulations of the United States and/or the United Kingdom, or by consent of the parties to this agreement.

6. If material provided by one party to the other party in accordance with this MOU is subsequently requested by a third-party to be disclosed or otherwise produced, the parties should consult with each other regarding the request.


7. FERC designates its Director of Electric Reliability and his or her designees and DECC designates its Director General for Energy Markets and Infrastructure and his or her designees as its point(s) of contact for requesting or providing any data, information, or notifications pursuant to this MOU.

8. Nothing in this MOU should be interpreted as requiring either party to take any action that would be contrary to its applicable laws, policies, or interests.

9. This MOU becomes effective as of the date of its signing, and may be revised or modified only upon the written agreement of the parties, or as required by changes in relevant laws. Either party may cancel this MOU upon a minimum of thirty (30) days written notice.

Agreed to this 13 day of March, 2012.

  
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Federal Energy Regulatory Commission

  
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Department of Energy and Climate Change