

Memorandum of Understanding

BETWEEN

**The CANADIAN RADIO-TELEVISION AND TELECOMMUNICATIONS
COMMISSION**

**as represented by the Chief Compliance and Enforcement Officer
(the "CRTC")**

AND

**BUSINESS PRACTICES AND CONSUMER PROTECTION AUTHORITY OF
BRITISH COLUMBIA, dba CONSUMER PROTECTION BC**

**as represented by the President and CEO
("Consumer Protection BC")**

A. Purpose

Consumer Protection BC and the CRTC wish to acknowledge their important relationship and recognize that cooperation can contribute to improved delivery of Consumer Protection BC's and the CRTC's (the "Participants") respective mandates. In this regard, Consumer Protection BC also occasionally receives complaints and inquiries regarding unsolicited telecommunications that appear to be within the CRTC's jurisdiction that it wishes to share with the CRTC, as appropriate.

B. Introduction

Consumer Protection BC is a statutory authority established pursuant to the *Business Practices and Consumer Protection Authority Act*.¹

The government of British Columbia has delegated responsibilities to Consumer Protection BC that include delivering consumer protection services through British Columbia, promoting fairness and understanding in the marketplace, and administering and enforcing the *Business Practices and Consumer Protection Authority Act*, the *Cremation, Interment and Funeral Services Act*,² the *Motion Picture Act*³ and a variety of associated consumer protection regulations.

Consumer Protection BC is a not-for-profit corporation, governed by a Board of Directors that protects consumers and encourages a fair marketplace in British Columbia.

The CRTC is vested with, among other things, the authority to regulate telecommunications common carriers and service providers that fall under federal jurisdiction. Its telecommunications regulatory powers are derived from the *Telecommunications Act*.⁴ The CRTC regulates unsolicited telecommunications pursuant to section 41 of the *Telecommunications Act*, which provides that:

The Commission may, by order, prohibit or regulate the use by any person of the telecommunications facilities of a Canadian carrier for the provision of unsolicited telecommunications to the extent that the Commission considers it necessary to prevent undue inconvenience or nuisance, giving due regard to freedom of expression.

In *Unsolicited Telecommunications Rules framework and the National Do Not Call List*, Telecom Decision CRTC 2007-48, 3 July 2007 (as amended⁵), the CRTC established a comprehensive framework for unsolicited telecommunications received by consumers. This framework built upon previously established rules regarding telemarketing and the use of automatic dialing-

¹ SBC 2004, c 3.

² SBC 2004, c 35.

³ RSBC 1996, c 314.

⁴ SC 1993, c 38.

⁵ See *Review of the Unsolicited Telecommunications Rules*, Compliance and Enforcement Regulatory Policy CRTC 2014-155, 31 March 2014.

announcing devices (ADADs),⁶ and introduced rules for a National Do Not Call List (collectively referred to as the “Unsolicited Telecommunications Rules”).

C. Understanding

Each Participant plays an important role in fostering a fair marketplace and protecting the privacy of persons for the benefit of the economy and consumers in British Columbia and Canada.

Accordingly, the Participants establish this Memorandum of Understanding (the “MOU”) to advance their mutual interests and to develop a framework for cooperation to assist in the delivery of their mandates.

To achieve the purpose of this MOU, each Participant will promote the benefits of, and encourage, cooperation with the other Participant throughout all levels of its organization.

Where possible, and subject to their respective confidentiality obligations, the Participants should:

1. Notify each other with respect to matters of mutual interest under the *Telecommunications Act*, the *Business Practices and Consumer Protection Act*, or other statutes enforced or administered under the Participants’ respective jurisdictions;
2. Participate in informational sessions to increase expertise in areas of mutual interest related to the laws the Participants administer or enforce; and
3. Meet, as necessary, to explore further opportunities for cooperation and coordination.

Moreover, given Consumer Protection BC occasionally receives complaints and inquiries regarding unsolicited telecommunications and potential violations of the Unsolicited Telecommunications Rules that appear to be within the CRTC’s jurisdiction, Consumer Protection BC will, subject to its confidentiality obligations:

4. Refer such complaints or inquiries to the CRTC, as appropriate. Where available, each referral may include the following:
 - a. The name, phone number and e-mail address of the consumer whom Consumer Protection BC is referring, when provided by the consumer;
 - b. The name and type of business with which the consumer was dealing, when provided by the consumer;
 - c. The organization’s legal authority to collect the information;
 - d. The affirmation from the consumer of the possible subsequent disclosure of the provided information to a third-party; and
 - e. Any additional information that may assist in the evaluation/validation of the disclosure of the information.

⁶ See Telecom Decision CRTC 85-2, Telecom Decision CRTC 94-10, Order CRTC 2001-193, and Telecom Decision CRTC 2004-35.

D. Existing Laws, Confidentiality of Information, and Limitations on Use

1. Nothing in this MOU requires a Participant to take any action, or to refrain from acting, in a manner inconsistent with any relevant laws, including the *Access to Information Act*,⁷ international instrument, policy or guidance document.
2. Notwithstanding any other provision in this MOU, no Participant is required to communicate information to the other Participant if such communication would be incompatible with its interests under the legislation it administers or enforces.
3. Each Participant will, to the fullest extent allowed by law, seek to maintain the confidentiality of any information obtained by it solely from the other Participant. In the event a Participant receives a request by a third party for disclosure of such information, it will notify forthwith the Participant that provided it with the information. Unless the Participant that provided it with the information has given prior written consent to its release, the notifying Participant will oppose such a request to the fullest extent possible allowed by law.
4. Where disclosure is required by law, the Participant required to disclose the confidential information will give notice to and consult the other Participant on how to protect their interests and the interests of any third party whose information is to be disclosed. The Participant will give this notice as soon as it becomes aware of the disclosure requirement.
5. Information obtained by the CRTC solely from Consumer Protection BC will not be disclosed or used by the CRTC for purposes other than for administration or enforcement with respect to unsolicited telecommunications under section 41 of the *Telecommunications Act* without the prior written consent of Consumer Protection BC.
6. Information obtained by Consumer Protection BC solely from the CRTC will not be disclosed or used by Consumer Protection BC for purposes other than for administration or enforcement of the *Business Practices and Consumer Protection Act* without the prior written consent of the CRTC.

E. Accuracy

Each Participant will make every reasonable effort to ensure that all information provided to the other Participant is accurate, complete, and up-to-date.

⁷ RSC 1985, c A-1.

F. Coming Into Force and Duration

This MOU will come into force on the date of last signing.

G. Amendments

Any provision of this MOU may be modified at any time with mutual consent of the Participants by an exchange of letters between the persons occupying the position of the signatories to the MOU.

H. Termination

Either Participant may terminate the MOU 30 days after providing written notice to the other Participant. However, any documents containing information obtained under the MOU will continue to be maintained by the Participants in compliance with the confidentiality provisions of the MOU.

I. Legal Effect

This MOU is intended to facilitate cooperation, coordination and information sharing between the Participants and is not intended to be legally binding or enforceable by the Courts.

For greater clarity, nothing in this MOU is intended to:

1. Create binding obligations, or affect existing obligations, under international or domestic law.
2. Prevent a Participant from seeking assistance or information from, or providing assistance or information to, the other Participant pursuant to other agreements, arrangements, or practices.
3. Create a commitment that conflicts with either Participant's federal or provincial, court orders, or any applicable international legal instruments.
4. Create expectations of cooperation that would exceed a Participant's jurisdiction.

Signatories

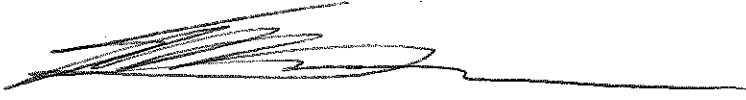
Agreed to on behalf of Consumer Protection BC:



Rob Gialloreto
President and CEO
Consumer Protection BC

June 12, 2013
Date

Agreed to on behalf of the CRTC:



Steven Harroun
Chief Compliance and Enforcement Officer
CRTC

JUN 14 2018

Date