

MEMORANDUM OF UNDERSTANDING

BETWEEN:

BUSINESS PRACTICES AND CONSUMER PROTECTION AUTHORITY
("Consumer Protection BC")

- and -

THE GOVERNMENT OF MANITOBA
("Manitoba")

This Memorandum of Understanding is not intended to be and will not be interpreted or construed as a formal or legally enforceable agreement, but is solely an expression and record of the arrangement and understanding concluded between the Parties. While this is a Memorandum of Understanding only and is not intended to create any legal obligations between the Parties, it sets out the basic understandings reached to date.

WHEREAS:

1. Since the parties entered into an agreement dated May 16, 2018, implemented July 1, 2018, (the "Agreement") Manitoba has proclaimed The Film and Video Classification and Distribution Act (the "Act").
2. In Manitoba the Consumer Protection Office is now responsible for the administration of the provisions of The Film and Video Classification and Distribution Act. Pursuant to section 21(1) (a) of the Act, the Lieutenant Governor in Council may make regulations respecting the submission of films for exhibition in theatres, and adult films, to the director for classification.
3. The repeal of the prior legislation, proclamation of the new legislation and shift of the responsibility for this legislation to the Consumer Protection Office has resulted in a different administrative process for authority to enter into agreements.
4. The Agreement expires on June 30, 2020 but may be extended by the parties.

Manitoba proposes that this Memorandum of Understanding (MOU) serve as an indication of the parties' intent to enter into a replacement agreement which reflects the requirements of the Act in due course when Manitoba has completed its administrative process for authority. The Parties wish to outline their understanding in this MOU.

NOW THEREFORE:

SECTION 1 - INTENT OF THE PARTIES

- 1.1 This Memorandum of Understanding establishes an arrangement between Manitoba and Consumer Protection BC whereby the parties' actions and activities will continue to be governed by the Agreement (Schedule "A") until such time as a replacement agreement is executed.
- 1.2 This MOU does not create any legally binding obligations between the Parties, notwithstanding the use of any language such as "will" or "shall" or "should" in the MOU, to fulfill these objectives.

SECTION 2 - TERM AND TERMINATION

- 2.1 The Term of this MOU commences June 30, 2020 and ends March 31, 2021 unless otherwise extended by the written agreement of the Parties.

SECTION 3 - AMENDMENTS

- 3.1 This MOU may be amended on the written approval of the Parties.

SECTION 4 - NOTICES

- 4.1 All notices and other communications required or permitted by this MOU shall be given in writing and delivered in person, mailed by prepaid registered mail or sent by facsimile as follows:

- (a) if to MANITOBA:

Consumer Protection Office
Attention: Director
302-258 Portage Avenue
Winnipeg, MB R3B 0B6
Fax: 204-945-0728
Email: beatrice.dyce@gov.mb.ca

- (b) if to Consumer Protection BC:

Attention: President and Chief Executive Officer
200 – 4946 Canada Way
Burnaby BC V5G 4H7

Fax: 604-320-1655
Email: classadmin@consumerprotectionbc.ca

and shall be deemed to have been received on the date of delivery if delivered, on the third business day after the date of mailing if mailed or on the date of transmission if faxed.

Notwithstanding the date each Party signs this Memorandum of Understanding, its acceptance by the Parties is deemed to be effective June 30, 2020.

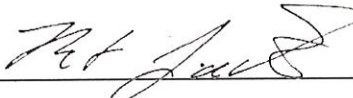
IN WITNESS WHEREOF the parties hereto are duly authorized to execute this Memorandum of Understanding and have signed accordingly.


Signed at Winnipeg, in the Province of Manitoba

this 18 day of August, 2020,

Signed in Burnaby, in the Province of British Columbia

this 29 day of July, 2020,

Per 
Robert Gialloreto
President and CEO

Per 
Richard Groen
Deputy Minister