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## Commissioner of Canada Elections

**THIS INFORMATION SHARING AGREEMENT** is made in duplicate

**BETWEEN**

**THE CHIEF ELECTORAL OFFICER OF CANADA**

**AND**

**THE COMMISSIONER OF CANADA ELECTIONS**

### Part I – Interpretation

#### 1. Purpose

1.1 The purpose of this Information Sharing Agreement is to establish a secure and efficient method for the sharing of information between the office of the Chief Electoral Officer ("Elections Canada") and the office of the Commissioner of Canada Elections ("the Commissioner"). The information that is the subject of this ISA, including Personal Information, is as follows:

- (a) referrals to the Commissioner from Elections Canada concerning possible offences under the *Canada Elections Act*;
- (b) information requested by and provided to the Commissioner from Elections Canada that the Commissioner considers necessary to the exercise or performance of his powers, duties and functions, and that is a document or information obtained, created or compiled by Elections Canada under the *Canada Elections Act*, including an Election Document or information related to the establishment or updating of the Register of Electors;
- (c) information provided to the Commissioner on the initiative of Elections Canada that is a document or information obtained, created or compiled by Elections Canada under the *Canada Elections Act* and that is considered useful to the Commissioner in the exercise of his powers, duties and functions;
- (d) information that is provided by the Commissioner to Elections Canada and that is authorized to be disclosed by the Commissioner and collected by Elections Canada;
- (e) information that is received unsolicited by Elections Canada or by the Commissioner and that is determined to fall, in whole or in part, within the mandate of the other Party to this Agreement and is shared by the initial recipient Party with that other Party.

1.2 The provisions of this ISA may be implemented by the Parties, with any adaptation that may be required, for purposes of any authority to share information under the *Referendum Act*, S.C. 1992, c. 30, or any regulation under that Act.

#### 2. Authority of the Parties: Mandates and Information-sharing

- 2.1 Elections Canada is an independent, non-partisan agency that reports directly to Parliament. Its mandate is to: be prepared to conduct a federal general election, by-election or referendum; administer the political financing provisions of the *Canada Elections Act*; monitor compliance with electoral legislation; conduct public education and information programs for students on the electoral process; provide support to the independent commissions in charge of adjusting the boundaries of federal electoral districts following each decennial census; carry out studies on alternative voting methods and, with the approval of parliamentarians, test alternative voting processes for future use during electoral events.
- 2.2 Elections Canada is authorized under the *Canada Elections Act* and section 4 of the *Privacy Act* to collect and use information that includes the following:
- (a) information required under the *Canada Elections Act* related to registration and financing of third parties and political entities (registered parties, candidates, leadership contestants, nomination contestants, registered associations, and their contributions received and expenses);
  - (b) information about the operation or conduct of electoral events and statutory requirements that Elections Canada administers; information about Elections Canada's operations, officers and employees;
  - (c) information about election officers and employees of returning officers;
  - (d) information related to establishing and updating the register of electors and lists of electors;
  - (e) information about voters and voting by regular ballot and by special ballot, including validation of results, judicial recounts, and the return of the writs.

The information may include personal information about individuals employed or engaged by, or who made contributions to, any of these persons or entities, or about persons listed in the register of electors or a list of electors. Elections Canada may also carry out studies on voting and, subject to the *Privacy Act*, collect and use information for that purpose.

- 2.3 Elections Canada is governed by the following authorities in relation to disclosures to the Commissioner:
- (a) Under subsection 16.5(1) of the *Canada Elections Act*, the Chief Electoral Officer may disclose to the Commissioner any document or information obtained, created or compiled under the Act that the Chief Electoral Officer considers useful to the Commissioner in the exercise or performance of his or her powers, duties and functions under the Act;
  - (b) Under subsection 16.5(2) of the *Canada Elections Act*, on the request of the Commissioner, the Chief Electoral Officer shall disclose to the Commissioner, any document or information that the Chief Electoral Officer obtained, created or compiled under the Act that the Commissioner considers necessary to the exercise or performance of his or her powers, duties and functions under the Act;
  - (c) Under subsection 540(4.1) of the *Canada Elections Act*, concurrent to the general authority of subsection 16.5(2), the Chief Electoral Officer may disclose to the Commissioner, for the purposes of the exercise or performance of the Commissioner's powers, duties and functions under the Act, any Election Document or document related to the establishment or updating of the Register of Electors that is retained in the custody of the Chief Electoral Officer, without an order of a judge of a superior court as otherwise required by subsection 540(3). The Commissioner may further disclose any of those documents to the Director of Public Prosecutions.
- 2.4 The Commissioner's duty under the *Canada Elections Act* is to ensure that the Act is complied with and enforced. The Commissioner receives and considers complaints of possible offences, may investigate a possible offence under the *Canada Elections Act* or the *Referendum Act*, and may take compliance and enforcement action. These actions include informing persons or entities that are in a situation of non-compliance of the rules applicable to their situation, entering into a compliance agreement with an offender, seeking the judicial deregistration of a registered party, seeking an injunction during an election period and referring a matter to the Director of Public Prosecutions. The information collected by the Commissioner is therefore required and used for compliance, investigation and enforcement activities.

2.5 The Commissioner is subject to section 4 of the *Privacy Act*. The Commissioner is authorized to collect, use and disclose information for the exercise of his powers, duties and functions under sections 509 to 521.1 of the *Canada Elections Act*. Disclosure by the Commissioner is governed by section 510.1 of the *Canada Elections Act*. In particular, the Commissioner may disclose information that is, in the Commissioner's opinion, necessary to carry out an investigation or to negotiate a compliance agreement, required by the Director of Public Prosecutions, required to be disclosed in a prosecution, or required to be disclosed under any other Act of Parliament. The Commissioner may also disclose information where, in the Commissioner's opinion and as guided by the criteria in the Act, the disclosure is in the public interest.

### 3. Definitions

3.1 In this ISA, unless the context otherwise requires:

**"Addressee"** means a person who has been designated by a Party as an Addressee, whose position title is listed in Annex A and who is authorized to receive requests, documents or information, including Personal Information, from the other Party under this ISA and to access the Secure File Transfer Solution for that purpose;

**"Authentication"** means the method used to verify the identity of the person initiating a sharing of information using the Secure File Transfer Solution;

**"Authentication Factors"** means the factors used to generate the Authentication, such as a password or any stronger authentication factor as the Parties determine;

**"Business Day"** means, during the election period of a general election, any day of that election period and, at any other time, means a day other than a Saturday, Sunday or a statutory holiday in the Province of Quebec;

**"Canada Elections Act"** means the *Canada Elections Act*, S.C. 2000, c. 9, as amended from time to time;

**"Election Document"** means a document included in the definition of "election document" in subsection 2(1) of the *Canada Elections Act*;

**"Electoral Integrity Office" or "EIO"** means the directorate of that name within Elections Canada, or any successor, however named;

**"Electoral Event"** means an election or a by-election regulated under the *Canada Elections Act*;

**"Field Readiness and Event Management" or "FREM"** means the directorate of that name within Elections Canada or any successor, however named;

**"ISA"** means this information sharing agreement and all annexes hereto, as amended from time to time;

**"Legislative Framework"** means the laws, regulations and policies applicable to the Parties;

**"Original Data File"** means any document or information, in whatever format, shared under this ISA and any copy or portion of a copy thereof, whether or not it contains Personal Information;

**"Party"** means Elections Canada or the Commissioner, and "Parties" means both of them;

**"Personal Information"** means, for the purpose of this ISA, the personal information, as defined in the *Privacy Act*, of any individual as a component of any of the types of information shared under this agreement as described at Subsection 1.1, as the context requires;

**"Political Financing and Audit Directorate" or "PFAD"** means the Directorate of that name within Elections Canada or any successor, however named;

**"Privacy Act"** means the *Privacy Act*, R.S.C., 1985, c. P-21, as amended from time to time;

**"Public Enquiries Unit" or "PEU"** means the directorate of that name within Elections Canada or any successor, however named;

**"Register of Electors"** means the Register of Electors as described in Part 4 of the *Canada Elections Act*; and **"National Register of Electors" or "NROE"** means the directorate of that name within Elections Canada or any successor, however named;

**"Reliable Carrier"** means any delivery service that provides proof of shipping and, on request, a routing slip and acknowledgement of delivery;

**"Secure File Transfer Solution"** means the dedicated electronic folder structure made available by Elections Canada to the other Party for the secure electronic sharing of information under this ISA;

**"Sender"** means a person whose position title is listed in Annex A, who has been designated by a Party as a Sender, and who is authorized to send requests, documents or information, including Personal Information to the other Party under this ISA, and to access the Secure File Transfer Solution for that purpose ; and

**"Sensitive Information and Assets Receipt Notification"** means the sensitive information and assets receipt notification form attached hereto as Annex B; and

**"Share"** and **"Sharing"** include, where the context so requires, transmitting, disclosing or communicating a document or information.

3.2 The definitions in Subsection 3.1 shall apply equally to both the singular and the plural forms of the terms defined, and words of any gender shall include the other gender when appropriate.

#### 4. Effective Date and Amendment

4.1 This ISA shall come into effect on the day it is signed by the last Party who signs it, and shall remain in effect unless it is amended by the Parties or terminated by either Party in accordance with this section.

4.2 This ISA may be terminated at any time by mutual consent of the Parties or by one Party giving reasonable written notice to the other Party. Termination does not release a Party from any obligation arising under the ISA while it was in effect, and does not affect the application of section 16.5, subsection 540(4.1) or section 510.1 of the *Canada Elections Act*.

4.3 This ISA may be amended by mutual consent of the Parties. To be effective, an amendment to this ISA must be in writing and signed by an authorized representative of each Party.

#### 5. Roles and Responsibilities

5.1 Each Party is responsible for the actions of its employees, agents and contractors with respect to the use, disclosure and disposition of documents or information, including Personal Information, shared under this ISA.

5.2 The Parties shall make reasonable efforts to promptly resolve any dispute arising between them in relation to this ISA. In the event of an unresolved dispute arising from the interpretation or operation of this ISA, a Party shall send a written notice to the other Party's representative set out in Part IX. Each representative may designate an official to deal with the dispute. The representatives and their designates will use their best efforts to resolve the matter amicably.

5.3 The Parties are responsible for their own costs associated with the execution and implementation of this ISA. Neither Party under this ISA is providing an internal support service to the other Party.

### PART II – INFORMATION TO BE SHARED

This Part of the ISA describes the types of information that may be shared, and the nature of the Personal Information that may be included in the shared information. The lists in Subsections 6.2, 7.2 and 8.3 are not exhaustive. The types of information that may be shared are as follows:

#### 6. Complaints of potential non-compliance related to political financing matters, referred to the Commissioner by Elections Canada.

6.1 Elections Canada, from the PFAD, may share with the Commissioner cases of potential offences under the *Canada Elections Act* that result from PFAD review or audit of information obtained, created or compiled by Elections Canada under the Act. PFAD may also share with the Commissioner information stored in the Financial Returns Management System (FRMS). Files shared will follow an agreed template, have a unique identifier and include a description of the non-compliance, the profile of the

relevant political entity, contact log information and all supporting documents or information, including contact information for relevant resource persons within Elections Canada. Shared files will also indicate, with supporting documents and information, any administrative or operational activity or response to the alleged non-compliance, taken or in progress by Elections Canada.

- 6.2 The information shared under Subsection 6.1 may include Personal Information related to any of the matters described in Subsection 2.2 of this ISA that is considered useful to the Commissioner in the exercise or performance of his or her powers, duties and functions. The personal information could include, for any individual and depending on the statutory filing requirements and context, the full or partial name, gender, date of birth, residential or other address, mailing, geographic or email address, banking or financial information as it relates to activity regulated under the Act (copies of cheques, statements or receipts for example), signatures, telephone numbers, or employment or contractual information as it relates to an activity regulated under the Act (a contract or employment arrangement by an regulated entity, for example). It could also include PFAD audit notes or analysis related to an individual or correspondence between an individual and Elections Canada.

## 7. Complaints of potential non-compliance other than political financing matters transferred to the Commissioner by Elections Canada

- 7.1 Elections Canada, from the EIO, may share with the Commissioner cases of possible offences under the *Canada Elections Act* that relate to matters other than political financing and that originate from an administrative unit in Elections Canada other than PFAD. Files will follow an agreed template, have a unique identifier and include a description of the alleged non-compliance and all supporting documents or information, including contact information for relevant resource persons within Elections Canada. Shared files will also indicate, with supporting documents and information, any administrative or operational activity or response to the alleged non-compliance, taken or in progress by Elections Canada.
- 7.2 The shared information under Subsection 7.1 may include Personal Information related to any of the matters described in Subsection 2.2 of this ISA that is considered useful to the Commissioner in the exercise or performance of his or her powers, duties and functions. The Personal Information could include, for any individual and depending on the context, the full or partial name, gender, date of birth, residential or other address, mailing, geographic or email address, signature, telephone numbers, employment or contractual information as it relates to an activity regulated under the Act (including as an Elections Canada employee or election officer), information contained in the Register of Electors, in a List of Electors or in an Election Document. It could also include notes or analysis related to an individual or correspondence between an individual and Elections Canada.

## 8. Information or Documents Requested by Commissioner

- 8.1 **Election Documents:** Elections Canada, from FREM, shares with the Commissioner, on the Commissioner's request, any Election Document or information found in an Election Document, obtained, created or compiled by Elections Canada under the *Canada Elections Act*, that the Commissioner considers necessary to the exercise or performance of his powers, duties and functions under the Act. Each shared file includes the name and telephone number of a person at Elections Canada that the Commissioner may contact to follow up on the shared information.
- 8.2 **Register of Electors:** Elections Canada, from NROE, shares with the Commissioner, on the Commissioner's request, documents or information related to the establishment or updating of the Register of Electors, obtained, created or compiled by Elections Canada under the *Canada Elections Act*, that the Commissioner considers necessary to the exercise or performance of his powers, duties and functions under the Act. Each shared file includes the name and telephone number of a person at Elections Canada that the Commissioner may contact to follow up on the shared information.
- 8.3 The information shared with the Commissioner under Subsections 8.1 or 8.2 may include personal information, including a person's full or partial name, gender, date of birth, current or historical residential, mailing, geographic or other address, signature, electoral district number, polling division number, unique elector identifier and dates that the person's information was updated. The persons to whom this information relates may include a candidate, a witness or supporting elector to the nomination of a candidate, a person who has registered or has applied to be registered as an elector, an election officer, a candidate representative, and a person who attests to the residence of an elector or who is otherwise asked to take an oath at a polling place.

- 8.4 **Political Financing:** Elections Canada, from PFAD, shares with the Commissioner on the Commissioner's request, any document or information obtained, created or compiled by Elections Canada under the *Canada Elections Act* that the Commissioner considers necessary to the exercise or performance of his powers, duties and functions under the Act in relation to the aspects of the *Canada Elections Act* that are administered by PFAD. This includes information stored in FRMS. Each shared file includes the name and telephone number of a person at Elections Canada that the Commissioner may contact to follow up on the shared information.
- 8.5 **Other Documents or Information:** Elections Canada, from EIO, shares with the Commissioner on the Commissioner's request, any document or information obtained, created or compiled by Elections Canada under the *Canada Elections Act* that the Commissioner considers necessary to the exercise or performance of his powers, duties and functions under the Act, that does not fall under Subsections 8.1, 8.2 or 8.4. Each shared file includes the name and telephone number of a person at Elections Canada that the Commissioner may contact to follow up on the shared information.
- 8.6 The information shared with the Commissioner under Subsection 8.4 or 8.5 may include Personal Information, and includes but is not limited to: Information related to the registration or financing of a third party, registered party, candidate, leadership contestant, nomination contestant, or registered association; and information related to the administration by Elections Canada of an electoral event or administration of statutory requirements under the Act. This may include, without limiting the foregoing, information related to any matter described in Subsection 2.2 of this ISA.
- 8.7 **Request Format:** The Commissioner, in a request for any document or information under this ISA, uses an agreed template and describes the requested information sufficiently for Elections Canada to identify and share, and for the Commissioner to access, only the documents and information that are necessary to the exercise or performance of the Commissioner's powers, duties and functions. The Commissioner specifies the time within which the sharing of a document or information is requested and asserts in a request that the information is considered necessary for the purposes of the exercise or performance of the Commissioner's powers, duties and functions under the Act. The Commissioner's request also includes the name and telephone number of a person at the Commissioner's Office that the Addressee may contact about the request. Any negotiation of a response time is governed by Subsection 12.4. Any supplementary information required by the Commissioner that is related to or consequent on a request, whether or not it is also communicated by telephone, will be the subject of a further written request.
- 8.8 The Commissioner may request to physically inspect any document, file or information that could be the subject of a request described in Section 8. This includes but is not limited to documents, files or information held or managed by PFAD, or Election Documents held or managed by FREM through personnel at the Elections Canada Distribution Centre. Such a request may be made by placing a request in the relevant electronic folder, or by another method that generates a record of the request, agreed to between the Commissioner and the Directorate of Elections Canada to which the request is made. An inspection will occur at a mutually agreed time during business hours on the premises of Elections Canada. The timing of the inspection will take into account both the time required for any document preparation or retrieval or other arrangements to be made by Elections Canada, and any urgency expressed by the Commissioner. Personnel designated by Elections Canada may be present to facilitate any photocopying that is requested.
- 8.9 In the case of a request to inspect Election Documents that are retained by Elections Canada following an Electoral Event, the inspection will be conducted at the Elections Canada Distribution Centre and will be coordinated by the Chief, Distribution Centre. The Parties acknowledge that Elections Canada personnel at the Distribution Centre do not open sealed election material and that opening, manipulating or photocopying and ensuring the integrity of any inspected material is the responsibility of the representative of the Commissioner who performs the inspection.
- 8.10 The Parties agree that, generally, original paper documents and original paper files will remain on the premises of Elections Canada and that a request for sharing of original paper documents or files is exceptional. If the Commissioner wishes to obtain, under this ISA, an original paper copy of a document, or a part or the whole of a physical paper file, the request will indicate that the Commissioner or the Senior Director of Investigations personally approved the request. Such a request is guided by relevant criteria, including an assessment of the need of originals for evidentiary purposes and an assessment of logistical considerations such as the location or volume of materials or time anticipated for the inspection. Any original paper information or documents shared with the Commissioner will be shared by a method and in a container that meets the security requirements of both Parties and maintains the integrity of the original information or file. Before any requested original material is shared, the Parties will record the details about the original material shared and will agree on a means to ensure its return to

Elections Canada as soon as it is no longer needed by the Commissioner. The method of sharing of original documents or files is governed by Subsection 13.13.

- 8.11 Any request by the Commissioner for certified copies, by affidavit or otherwise, of any documents or information obtained from Elections Canada will specify and provide the required format of the certification.

## 9. Other Information or Documents provided to Commissioner on Elections Canada initiative

- 9.1 Elections Canada, on its own initiative, may disclose, by sharing from the EIO or PFAD to the Commissioner, information that is a document or information obtained, created or compiled by Elections Canada under the *Canada Elections Act* that is considered useful to the Commissioner in the exercise of his powers, duties and functions. This may be Personal Information or non-personal information, obtained, created or compiled under the Act.
- 9.2 The information or documents shared under Subsection 9.1 may include or be related to studies, trends, reports, observations or analysis related to operations or compliance in electoral matters, within or outside Canada.
- 9.3 The exercise by the Chief Electoral Officer, or any officer authorized by the Chief Electoral Officer, of the discretion under subsection 16.5(1) to disclose a document or information to the Commissioner is based on relevant considerations, including but not limited to the following:
- (a) The importance of effective and coherent compliance and enforcement of the *Canada Elections Act*, and of consultation and coordination between the Chief Electoral Officer and the Commissioner in the independent exercise by each of them of their distinct powers, duties and functions, as described in Section 2 of this ISA and in the Statement of Principles;
  - (b) The importance to the Commissioner of receiving accurate, current, timely and complete information from Elections Canada, including updates of information previously provided;
  - (c) The need of the Commissioner, particularly during an election period, to promptly and efficiently follow up on complaints and, for that purpose, to have information about the operations of the election, such as information obtained, created or compiled by Elections Canada on the location of polling sites and returning offices, information on the identity and location of returning officers, or of confirmed candidates and their official agents;
  - (d) The importance of respecting recognized privacy principles, including limiting the disclosure and collection of personal information to only information that is relevant to the purpose of the disclosure or collection;
  - (e) The principle that, whenever possible, a disclosing institution should share information or data in the manner and at the frequency described in an agreement rather than by giving access to a database in which information is stored, which is supported and reflected by the authority in subsection 16.5(2) of the *Canada Elections Act* for the Commissioner, for purposes of exercising investigative powers, duties and functions, to make a specific request for information or documents.

## 10. Information or Documents provided by Commissioner to Elections Canada

The Commissioner may share with Elections Canada information that the Commissioner is authorized to disclose and, where that information includes Personal Information, information that Elections Canada is authorized to collect. This may include information on the disposition by the Commissioner of a matter referred by Elections Canada, or observations by the Commissioner, arising out of the exercise of his powers, duties and functions, that the Commissioner considers useful to Elections Canada in carrying out any part of its mandate under the *Canada Elections Act*.

## 11. Unsolicited or Misdirected Documents or Information

- 11.1 Elections Canada, from the EIO or PFAD, agrees to share with the Commissioner documents or information, including any complaint, that Elections Canada receives that is unsolicited, if it appears to

Elections Canada to be a document or information that falls within the authority of the Commissioner under the *Canada Elections Act* to collect or use.

- 11.2 The Commissioner agrees to share with Elections Canada's EIO any document or information that the Commissioner receives that is unsolicited, if it appears to the Commissioner to be a document or information that falls within the authority of Elections Canada under the *Canada Elections Act* to collect or use.

## PART III – SHARING OF INFORMATION

### 12. Frequency and Timing of the Information Sharing

- 12.1 Information or a document shared with the Commissioner under Section 6 by a Sender designated by PFAD may be shared daily or as required or as a file is ready for sharing, with each case shared as a distinct file, using the Method of Sharing described at Section 13. On each Business Day, unless exceptional circumstances make it impossible, an Addressee designated by the Commissioner will verify whether any file has been shared electronically by PFAD and receive any such file.
- 12.2 Information or a document shared with the Commissioner under Section 7 by a Sender designated by EIO may be shared daily or as required, with each case shared as a distinct file, using the Method of Sharing described at Section 13. On each Business Day, unless exceptional circumstances make it impossible, an Addressee designated by the Commissioner will verify whether any file has been shared electronically by EIO and receive any such file. The Parties agree that the time elapsed between awareness by EIO of a possible offence and sharing with the Commissioner should be as short as possible since a delay may affect the ability of the Commissioner to take compliance or enforcement action, and that the target is to not exceed one Business Day. If it is necessary to share information in a timely manner, EIO will share partial information and will indicate the nature of any information to follow later.
- 12.3 When a Sender for the Commissioner requests information or a document under Section 8, the Addressee of that request, regardless of the directorate within Elections Canada of the Addressee, will determine whether the information or document can be shared with the Commissioner within the time requested. Unless the Addressee communicates as described in Subsection 12.4, the requested information or document will be shared within the requested time.
- 12.4 If the Addressee of a request under Section 8 is not able to share the document or information within the requested time, the Addressee communicates by telephone with the Sender of the request on behalf of the Commissioner, or such other person as may be indicated in the request, to establish a new time for responding to the request, taking into account any urgency indicated by the Sender for the Commissioner and any constraints under which the relevant directorate within Elections Canada is operating, whether due to an Electoral Event or otherwise. The information or document shared with the Commissioner will be transmitted within the established new time.
- 12.5 Information or a document shared by a Party under Section 9, 10 or 11 may be shared daily or as required, with each item shared as a distinct file, using the Method of Sharing described at Section 13. Each Party determines, based on the nature of the information or document that the Party is sharing, the timing of sharing so as to maximize the usefulness of the information or document to the receiving Party. On each Business Day, unless exceptional circumstances make it impossible, one or more Addressees designated by each Party will verify whether any file has been shared electronically by the other Party and receive any such file.
- 12.6 The Parties acknowledge that the timing of document sharing or information prior to, during or immediately following an Electoral Event, whether such sharing was upon request or not, may be affected by operational priorities related to that event. The Parties agree that best efforts will be made to share the documents or information within the requested timeframes.

### 13. Method of Sharing

- 13.1 Information that is shared electronically or through FRMS under this ISA shall be shared on Business Days unless the Parties agree that special circumstances require otherwise and, subject to Subsections 13.4, 13.12 and 13.13, by using the Secure File Transfer Solution described at Subsection 13.3. Information that is not shared electronically is shared as described at Subsections 13.12 and 13.13.



- 13.2 The format and naming convention for any file containing a document or information shared electronically under this ISA shall be as agreed between the Parties.
- 13.3 The electronic sharing of information or documents under this ISA will be done using a Secure File Transfer Solution within the information technology infrastructure of Elections Canada, containing dedicated-use folders for sending and receiving the specific types of information described in this ISA. Access to the Secure File Transfer Solution is shared by the Parties. Senders and Addressees identified by the Parties and to whom a user account and Authentication Factor have been assigned are provided with access to the relevant folder within the Secure File Transfer Solution. This mechanism meets requirements for information technology security during such time as Elections Canada and the Commissioner remain on the same Information Technology Infrastructure. During such time, any other portion of this Infrastructure that is established and maintained for the exclusive use of a Party is not accessible to the other Party, except as necessary for purposes of information technology support, maintenance or security.
- 13.4 The electronic sharing of information or documents for specific types of information described in this ISA will also be done through authorized access to FRMS. This authorization to access FRMS will be restricted to certain files and/or information specifically identified by Elections Canada. In order to allow access to all changes made to these specific files in FRMS, the authorized access will be ongoing and not limited in time. The Commissioner shall notify Elections Canada when this authorized access is no longer required.
- 13.5 A Sender on behalf of a Party, having logged on to their user account with their Authentication Factor, shares a document or information by placing it as a distinct file in the folder designated by the Parties within the folder structure of the Secure File Transfer Solution for the type of information transmitted (according to the types of information described at Subsection 1.1 and Sections 6 through 11). One or more Addressees on behalf of the receiving Party retrieve files from the relevant folder or folders.
- 13.6 A Party's Addressee shall collect the Information shared on the Secure File Transfer Solution within one Business Day of receiving notice of the information having been placed in the folder structure of the Secure File Transfer Solution by a Sender of the other Party. The Parties intend that anything placed in the Secure File Transfer Solution remain there for the shortest time possible.
- 13.7 Immediately after a file has been received by an Addressee on behalf of a Party, the Addressee moves or copies it to the file management system of that Party and deletes the Original Data File from the folder structure of the Secure File Transfer Solution.
- 13.8 The Parties will establish a process and procedure to record the Sender and Addressee and the date and time for each transfer and retrieval or receipt of documents or information under this ISA. The Parties agree that each of them will compile this information in a format that is capable of generating reports and will exchange it with the other at an agreed interval.
- 13.9 In the event that a Party amends its list of Senders and Addressees in accordance with Subsection 15.1, access rights to the necessary electronic folder within the Secure File Transfer Solution will be granted to each new Sender or Addressee. The access rights of the former Sender or Addressee will no longer be valid, will be removed and shall cease to be used.
- 13.10 In the event that any Sender or Addressee for the Commissioner is having problems using the Secure File Transfer Solution, that Sender or Addressee shall inform Elections Canada by sending an e-mail to the relevant Sender or Addressee at Elections Canada. Elections Canada shall take the necessary measures, including communicating with its IT Service Desk, to resolve the problem.
- 13.11 In the event that Elections Canada becomes aware of technical problems with the Secure File Transfer Solution, it shall inform the other Party by e-mail at [info@cef-cce.gc.ca](mailto:info@cef-cce.gc.ca). Elections Canada shall take necessary measures to resolve the problem.
- 13.12 If, due to technical failure of the Secure File Transfer Solution, the Parties are unable to use it, the sharing of any document or information may be postponed until the Secure File Transfer Solution is reestablished, unless the Parties agree that the sharing will be done using the services of a Reliable Carrier in the manner described in Subsection 13.14, or that it will be done personally by a Sender of the relevant Party, by a method and using a container that meets the security requirements of both Parties and maintains the integrity of any original information or file. In such case, the Addressee of the information shall send a confirmation to the Sender indicating whether the Addressee wishes to wait for the reestablishment of the Secure File Transfer Solution or to have the sharing done by Reliable Carrier or personally by a designated Sender.

13.13 If the Parties share documents or information using the services of a Reliable Carrier or personally by a Sender, the Sender must obtain from the Reliable Carrier or make a record of proof of shipping and acknowledgement of delivery. The sharing, where the shipping container is an envelope, must meet the following requirements:

- (a) use two envelopes for the same shipment: an outer envelope bearing the address of the Addressee and an inner envelope containing the shared information;
- (b) mark "PROTECTED B" on the inner envelope;
- (c) complete and sign Part 1 of the Sensitive Information and Assets Receipt Notification for the envelope and include it with the information in the inner envelope;
- (d) seal the inner envelope; and
- (e) obtain from the Reliable carrier proof of shipping and acknowledgement of delivery.

13.14 The Addressee shall:

- (a) immediately upon receipt, before opening the inner envelope, ensure that it is intact and shows no sign of tampering; and
- (b) after opening the inner envelope, complete and sign Part 2 of the Sensitive Information and Assets Receipt Notification and return it to the Sender without delay.

13.15 The Parties shall keep a record of each information sharing event of documents or information by Reliable Carrier or by designated Sender, which must include the following:

- (a) the date of each information sharing;
- (b) the name, title, and address of the Addressee and the Sender;
- (c) a general description of the Personal Information;
- (d) the Reliable Carrier or designated Sender proof of shipping and acknowledgement of delivery; and
- (e) a copy of the signed Sensitive Information and Assets Receipt Notification.

## **PART IV – SECURITY OF PERSONAL INFORMATION**

### **14. Confidentiality**

14.1 The Parties acknowledge the confidential nature of the documents and information, including Personal Information, shared under this ISA.

14.2 The Parties are responsible for the security and integrity of documents and information, including Personal Information, entrusted to them under this ISA and shall safeguard such information against accidental or unauthorized access, disclosure, use, modification and disposal.

### **15. Safeguards**

15.1 The Parties shall use user accounts, Authentication Factors, notification of impending sharing of documents and a reconciliation mechanism as technical safeguards when sharing documents or information under this ISA. Each Party shall notify the other Party in writing of the individuals who are authorized as Senders or Addressees, and shall notify the other Party of any changes to the lists of Senders and Addressees. Within a reasonable time following receipt of such notice, the other Party shall

deliver a written acknowledgement of receipt to the Party that delivered the notice. Upon delivery of such written acknowledgement, the list of Senders and Addressees shall be deemed amended.

- 15.2 Information shared under this ISA shall only be accessed by the authorised Senders and Addressees and persons assigned by the Parties to use or disclose the Information to the extent that the performance of their duties so requires.
- 15.3 The Parties shall keep an up-to-date record of the names, work addresses and work telephone numbers of all persons provided access to information for purposes of performing duties or functions to implement this ISA. A Party may request, by written notice to the other Party, a copy of that record, which shall be delivered by the other Party to the requesting Party within a reasonable time following receipt of the notice.
- 15.4 The Parties shall inform the persons identified as Senders and Addressees that documents or information, including Personal Information, shared under this ISA are subject to requirements of confidentiality and protection against unauthorized access, disclosure, use, modification and disposal as set out in this ISA and as established by the Legislative Framework. The communication will include the obligation of the employee to carry out their duties and functions related to this ISA in a manner that ensures the security and confidentiality of any information or document shared with the Commissioner.
- 15.5 Each Party shall ensure to the other Party that it shall keep any protected information or Personal Information received under this ISA in a secure location to which access is restricted only to authorized individuals. This does not affect the use and disclosure by either Party, under its own legal authority and mandate, of the information it receives from the other under this ISA.
- 15.6 The Parties shall securely hold, collect, disclose, use and dispose of documents or information, including Personal Information, in accordance with this ISA and the laws, security policies, guidelines and directives applicable, from time to time, to each Party.

## **PART V – DISCLOSURE, USE AND DISPOSAL OF PERSONAL INFORMATION**

### **16. Disclosure and Use of Personal Information**

The Parties shall not disclose, use or retain the documents or information, including Personal Information, received under this ISA for purposes other than those identified in this ISA or as permitted or required by law.

### **17. Disposal of the Original Data File Containing Personal Information**

- 17.1 Each Party shall retain and dispose of the information contained in the Original Data File in accordance with its Legislative Framework.
- 17.2 The Commissioner will return to Elections Canada any original paper document or file as soon as it is no longer necessary for the exercise or performance by the Commissioner of his powers, duties or functions, so that the original may be governed by the retention and disposition authority of Elections Canada.

## **PART VI – PRIVACY BREACH**

### **18. Notification**

- 18.1 In the event that a Party becomes aware of an unauthorized access to, or disclosure or use of the Original Data File, it shall promptly, in consultation with its internal Access to Information and Privacy Office, take all reasonable steps to:
- (a) contain the breach;
  - (b) mitigate the harm resulting from the breach;
  - (c) retrieve Personal Information, if applicable;
  - (d) prevent a recurrence of the event; and

(e) promptly send a written notice to the other Party describing the breach.

18.2 The written notice referred in Paragraph 18.1(e) shall, at a minimum, include the following information:

- (a) a description of the Personal Information involved in the breach;
- (b) the date and place the breach took place;
- (c) the circumstances surrounding the breach;
- (d) the extent of known or probable risks of ongoing breach or further exposure of Personal Information;  
and
- (e) the actions taken and/or contemplated to remedy the breach.

## PART VII – REVIEW OF THE AGREEMENT

### 19. Compliance Monitoring

Each Party shall, on a yearly basis after the end of a calendar year, review its practices and procedures referred to in or relating to the implementation of this ISA and document such review. Each Party, if requested by the other Party, shall deliver to the requesting Party a report detailing the result of such review within a reasonable time frame following receipt of the request. The review may be used as the basis of the Annual Review meeting provided for in Section 20.

### 20. Annual Review

The Parties will meet at least annually to review and assess the operation and effectiveness of this ISA. The annual review will include, as a standing agenda item, the confidentiality and security policies, procedures and practices of each Party as they relate to the implementation of this ISA.

## PART VIII – GENERAL PROVISIONS

### 21. General Provisions

21.1 The following annexes form an integral part of this ISA:

- Annex A Position Titles of Persons Authorized as Senders or Receivers
- Annex B Sensitive Information and Assets Receipt Notification
- Annex C Relevant provisions of the *Canada Elections Act*

21.2 Sections 18, 19 and 20 as well as any other provision that, by the nature of the rights or obligations therein, might reasonably be expected to survive, shall survive the termination or expiry of this ISA.

### 22. Notice

22.1 All notices, requests, reports and forms necessary for or to be delivered or provided under this ISA shall be in writing and shall be delivered either in person, by courier, by registered mail, by prepaid post, by facsimile or by e-mail to:

(a) in the case of Elections Canada:

Attention: **Marc Mayrand, Chief Electoral Officer**  
Address: 30 Victoria Street  
Gatineau, QC K1A 0M6

1/29/24, 6:58 PM

Commissioner of Canada Elections – Elections Canada

or to such other address, e-mail address or facsimile number or addressed to such other person as Elections Canada may, from time to time, designate in writing to the Commissioner;

(b) in the case of the Commissioner:

Attention: **Yves Côté, Commissioner of Canada Elections**

Address: P.O. Box 8000, Station T  
Ottawa, ON K1G 3Z1

or to such other address, e-mail address or facsimile number or addressed to such other person as the Commissioner may, from time to time, designate in writing to Elections Canada.

22.2 Any notice shall be considered to have been received:

(a) in the case of facsimile, on actual receipt; and

(b) in all other cases, on the date of delivery.

If the postal service is interrupted, is threatened to be interrupted or is substantially delayed, any notice shall be delivered personally, by e-mail or by facsimile.

22.3 Any request for information or sharing of Information to an Addressee as described at Sections 6 to 11 under this ISA is not considered a notice for the purpose of this Section.

## **PART IX – SIGNATURE**

This ISA is signed in duplicate by an authorized signatory of each Party, each copy being equally authentic.

### **Original signed by**

MARC MAYRAND  
CHIEF ELECTORAL OFFICER OF CANADA  
Date: August 26, 2015

### **Original signed by**

YVES CÔTÉ, Q.C.  
COMMISSIONER OF CANADA ELECTIONS  
Date: August 26, 2015

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## **Annex A**

### ***Persons Authorized to Send or Receive Personal Information***

#### **On behalf of Elections Canada:**

Supervisor, Records Management  
Regulatory Instruments and Systems, Political Financing and Audit

Manager Program Administration  
Regulatory Instruments and Systems, Political Financing and Audit

Election Expenses Officer  
Political Financing and Audit

Project Officer  
Political Financing and Audit

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Chief, Distribution Centre  
Field Readiness and Event Management, Electoral Events

Senior Director, Electoral Integrity Office  
Regulatory Affairs

Assistant Director, Electoral Integrity Office  
Regulatory Affairs

Chief, Data Services, Client Services  
National Register of Electors

Manager, Client Services  
National Register of Electors

Senior Manager, E-Registration-Client Services  
National Register of Electors

Director, Field Programs and Services  
National Register of Electors

Senior Data and Systems Analyst, Electoral Integrity Office  
Regulatory Affairs

Business Analyst (4), Electoral Integrity Office Regulatory Affairs

**On behalf of the Commissioner:**

Commissioner of Canada Elections

Senior Director of Investigations

General Counsel and Senior Director, Legal Services

Investigators Authorized by the Senior Director of Investigations

Manager, Paralegal and Administrative Projects

Paralegal

Intake Officer

Data Analyst

Enquiries Officers Authorized by the Manager, Paralegal and Administrative Projects

**Annex B**

***Sensitive Information and Assets Receipt Notification***  
***Avis de Réception de renseignements ou de biens sensibles***

**PART 1 – TO BE COMPLETED BY SENDER / Partie 1 - À REMPLIR PAR L'EXPÉDITEUR**

|   |  |
|---|--|
| Sender / Expéditeur<br>Name, Title, Address / Nom, titre, adresse   | Addressee / Destinataire<br>Name, Title, Address / Nom, titre, adresse |
| <b>Information Classification / Classification de l'information</b>   |  |
| <p><b>Classified / Classifiée</b></p> <p>Confidential / Confidentiel</p> <p>Secret</p> <p><b>Protected / Protégée</b></p> |  |

1/29/24, 6:58 PM

Commissioner of Canada Elections – Elections Canada

| "A"   |  |              |
|---|--|--------------|
| "B"   |  |              |
| Information or Assets Shared / Renseignements ou biens partagés |  |              |
| Quantity<br>Quantité  | Reference and File Numbers<br>Numéros de référence et de dossier | Description  |
|   |  |              |
| Sender's Signature / Signature de l'expéditeur                  |  |              |
| _____   |  | Date : _____ |

## PART 2 – TO BE COMPLETED BY ADDRESSEE / Partie 2 - À REMPLIR PAR LE DESTINATAIRE

|   |              |
|---|--------------|
| Acknowledgement of delivery and receipt / Accusé de livraison et de réception |              |
| Addressee's Signature / Signature du destinataire                             |              |
| _____   | Date : _____ |

## COPY TO SENDER ONCE COMPLETE / ENVOYER COPIE REMPLIE À L'EXPÉDITEUR

### Annex C

#### *Provisions of the Canada Elections Act*

16.5(1) The Chief Electoral Officer may disclose to the Commissioner any document or information that he or she has obtained under this Act and that he or she considers useful to the Commissioner in the exercise or performance of his or her powers, duties and functions under this Act.

(2) On the request of the Commissioner, the Chief Electoral Officer shall disclose to the Commissioner any document or information that the Chief Electoral Officer obtained under this Act and that the Commissioner considers necessary to the exercise or performance of his or her powers, duties and functions under this Act.

540(1) The Chief Electoral Officer shall retain in his or her possession the election documents sent to him or her by a returning officer, with the return of the writ, for at least one year if the election is not contested during that time and, if the election is contested, for one year after the end of the contestation.

(2) The Chief Electoral Officer shall, for at least two years after receiving them, retain in his or her possession, on film or in electronic form, all documents that relate to the updating of the Register of Electors.

(3) No election documents, or documents that relate to the establishment or updating of the Register of Electors, that are retained in the custody of the Chief Electoral Officer under subsection (1) or (2) shall, during the period of their retention, be inspected or produced except under an order of a judge of a superior court, which, if made, the Chief Electoral Officer shall obey.

(4) Subsection (3) does not prohibit the Chief Electoral Officer or any authorized member of his or her staff from inspecting the documents referred to in that subsection.

(4.1) The Chief Electoral Officer may also disclose any of the documents referred to in subsection (3) to the Commissioner for the purposes of the exercise or performance of the Commissioner's powers, duties and functions under this Act and the Commissioner may, in turn, disclose any of those documents to the Director of Public Prosecutions, who may produce them for the purpose of a prosecution — or possible prosecution — by the Director for an offence under this Act.