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Letter of Understanding – Information sharing

The relationship between staff of the British Columbia Securities Commission (BCSC) and the Association of Professional Engineers and Geoscientists of BC (APEGBC) remains a productive one. To assist in continuing to improve our working relationship, this letter:

- documents our discussions and understandings concerning matters related to inter-agency cooperation, and
- describes circumstances when we voluntarily agree to share information.

This understanding will strengthen the processes by which we exchange information with each other, and therefore, enhance our ability to act in the public interest.

This letter does not relate to circumstances when one party legally compels the other party to provide information pursuant to a legally enforceable demand or order.

Our understanding is documented below.

Periodic Meetings

Face-to-face discussions are often the best manner to share information that is important to each other's mandate, discuss issues important to our professions, and to ensure that information exchange procedures operate efficiently. Toward that end, we agree to meet at least twice a year.

Formal requests for information

We will request information and documentation from each other as follows:

- from BCSC - the Director, Corporate Finance or his designate,
- from APEGBC - the Director, Legislation, Ethics & Compliance.

When making a request, it will contain:

- a general description of the information sought (such as the identity or contact details of the relevant person),
- the purpose for which the request is made, including citations of any relevant laws or regulatory requirements,
- a description of how we will use the information, and
- the desired response date.

Except for straightforward, informal requests, these requests will be in writing.

APEGBC information requests and intended use

The following describes the most likely information that APEGBC expects to request of the BCSC. Information about:

- the quality of reports submitted by members of APEGBC to BCSC,
- BCSC investigations that may involve a member of APEGBC, or may involve work performed by a member of APEGBC, and
- persons whom BCSC believes may be unlawfully engaged in professional engineering or geoscience practice in British Columbia.

APEGBC intends to use information it obtains from the BCSC to assist APEGBC in the licensing, registration, investigation, or discipline of professional engineers and geoscientists regulated by APEGBC. Specifically, such purposes may include, among other things:

- developing guidelines for members that will advance the quality and consistency of their work,
- enhancing APEGBC's ability to monitor effectively members' conduct and to detect unauthorized professional engineering and geoscience practice, and
- upholding and protecting the public interest in the practice of professional engineering and geoscience.

BCSC information requests and intended use

The BCSC expects to request from APEGBC information about investigations or disciplinary actions concerning its members that APEGBC conducts, and are relevant to a matter under consideration by the BCSC.

The BCSC intends to use the information that APEGBC provides to administer the *Securities Act*, or to assist in the administration of the laws of another jurisdiction dealing with securities matters.

Roles and Responsibilities

Each of us (APEGBC and BCSC) takes responsibility for our employees', agents' and contractors' use, disclosure and disposition of information.

Term

This letter will remain in full force and effect based on the date signed or until replaced by another letter or memorandum of understanding.

Either party to this letter may terminate participation in this agreement by notifying the other party.

Information Use

We agree that we will only use information obtained from the other in a manner consistent with this letter.

Routine requests

Each of us may include, in a single information request, information to be provided on a routine basis.

Method of Delivery

The BCSC prefers to use electronic means to share information, whenever possible. Other methods of delivery are also acceptable. When transmitting files electronically, we each agree to use secure encryption or password-protected documents.

Urgent Requests

If either of us requests information urgently from the other, we will each endeavour to assist as soon as practicable.

Responsibility for Costs

Normally, each party agrees to bear its own expense to comply with information requests from the other. However, when extraordinary expenses to the disclosing party are involved, we will discuss the matter in advance, and on a case-by-case basis, either:

- adjust the scope of the request, or
- compensate each other for these costs.

Use of Information for Research Purposes

We may use information exchanged between us to conduct research and evaluations to support our policy development.

Disclosure to Third Party

We will not disclose information to any outside person or agency without each other's consent, except when there is a legal requirement to do so.

Dispute resolution mechanism - declining to share Information

A request for information is voluntary, as is the response. If the responding party is unable or unwilling to share some or all of the information requested for confidentiality reasons, it will promptly inform the other, including setting out the reasons for the refusal. In such cases, we will consult with each other to resolve disputes, disagreements, or questions about the operation of this understanding.

For example, the BCSC would choose not to comply with an information request from APEGBC if:

- the request would require the BCSC to exceed its legal authority and act in a manner that would violate the law,
- the request is not made according to the provisions of this understanding, or
- the BCSC has asked APEGBC for reimbursement, and APEGBC has declined to do so.

Security of information

We will both take commercially reasonable actions to prevent the accidental or unauthorized access, disclosure, use, modification and deletion of information to a standard consistent with a reasonable public body.

Both parties agree to promptly inform the other in the event of a security breach that may impact or involve information shared under this letter.

Administrative, Technical and Physical Safeguards

Each of us will use the following administrative, technical and physical safeguards with respect to the information we receive from each other:

- preventing the unauthorized disclosure, copying, use, or modification of the information,
- restricting access of our own employees, agents and contractors to the information to only those who need to use it, and

- in the case of any legally enforceable demand for the information, each of us will notify the other before complying with the demand, unless prohibited by law from doing so. We will also assert the appropriate legal exemptions or privileges that may be available.

Privacy laws and policies

The BCSC and APEGBC are subject to and compliant with the *Freedom of Information and Protection of Privacy Act* (FIPPA). They each collect and use personal information in accordance with *FIPPA*. FIPPA applies to all BCSC records except those exceptions provided under S. 148 of the *Securities Act*. This letter does not limit the BCSC's responsibilities under the *Securities Act* or APEGBC's responsibilities under the *Engineering and Geoscientists Act*.

Each of us will securely collect, disclose, use, retain, destroy and dispose of the information according to applicable laws and where practicable, treat the information according to the other party's security, privacy policies and guidelines.


Disposal and retention of information

Once we disclose information to each other, it forms part of our respective records. We will not necessarily return them to each other. However, we will return originals of documents if requested, but will retain copies. We will also each retain any derivative works, such as reports that we might prepare. Each Party adheres to approved records retention schedules and disposes of all records in accordance with these retention schedules.

Accuracy

We will each use reasonable efforts to ensure the completeness, accuracy and timeliness of the information.

We look forward to working together. By working in the manner described in this written understanding, we can support each other fulfill our goals of protecting the public interest in our respective mandates.



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Commission



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