



ATIP Online Request Service

Memorandum of Understanding
Between
Treasury Board of Canada Secretariat (TBS)
And
The Institution

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1. Recitals

WHEREAS TBS and The Institution are federal institutions subject to the *Access to Information Act*.

WHEREAS TBS and The Institution are federal institutions subject to the *Privacy Act*.

WHEREAS it is the responsibility of the head of a government institution to administer the *Access to Information Act* and the *Privacy Act* for their respective institution.

WHEREAS the ATIP Online Request Service is an online tool to electronically receive requests under the *Access to Information Act* or the *Privacy Act* ("ATIP requests").

WHEREAS the information collected by TBS and disclosed to The Institution in the operation of the ATIP Online Request Service will constitute personal information within the meaning of section 3 of the *Privacy Act*.

WHEREAS under subsection 8(1) of the *Privacy Act*, personal information under the control of an institution shall not be disclosed by the institution without the consent of the individual, except in accordance with subsection 8(2) of the Act.

WHEREAS under paragraph 8(2)(a) of the *Privacy Act*, personal information may be disclosed for the purpose for which the information was obtained or compiled by the institution or for a use consistent with that purpose.

WHEREAS the legal authority for TBS to provide an internal support service to other government institutions is currently provided by section 29.2 of the Financial Administration Act,

WHEREAS upon receipt of Royal Assent for Bill C-58, section 92 of the *Access to Information Act* and section 71.1 of the *Privacy Act* will authorise the President of the Treasury Board to provide services with respect to the administration of the said Acts to the public and to any government institution.

2. Mutual Vision, Strategy, and Outcomes

- 2.1 The Government of Canada has committed to making it easier for Canadians to access government information and personal information held by the federal government by creating a simple, central website where Canadians can submit access to information and personal information requests to any government institution.
- 2.2 To deliver on this commitment, a new online service for Canadians has been developed that complies with TBS Standard on Web Accessibility and which builds on the experience with the current ATIP Online Request Pilot supported by Immigration, Refugees and Citizenship Canada (IRCC). The Treasury Board of Canada Secretariat is the business

owner of the new ATIP Online Request Service (AORS), on behalf of all federal institutions subject to the *Access to Information Act* and the *Privacy Act*.

- 2.3 The new ATIP Online Request Service offers Canadians the ability to submit access to information and personal information requests, and to have those requests automatically re-distributed to a Responding Institution among the 240-plus Government of Canada institutions subject to [Part 1 of] the *Access to Information Act* and to the *Privacy Act*.
- 2.4 TBS and The Institution agree to ensure that Canadians can access government information, including personal information, held by The Institution through the use of the ATIP Online Request Service.

3. Purpose of the Memorandum of Understanding (MOU)

- 3.1 The purpose of this MOU is to:
 - (a) set out the roles and responsibilities of Participants in relation to the ATIP Online Request Service; and
 - (b) specify terms and conditions under which TBS will collect, use, distribute, dispose of and transmit ATIP requests to The Institution.
- 3.2 By signing and implementing this MOU, the Participants intend to contribute to the following objectives:
 - (a) enhance the transparency and accountability of government;
 - (b) create a single point of entry for all online ATIP requests;
 - (c) improve accessibility and service levels for the public;
 - (d) generate efficiencies in service delivery through intake automation; and
 - (e) assist requesters to determine the institution to which their request should be submitted, and reduce the number of misdirected requests.
- 3.3 While adhering to the above principles, TBS will respect the arms-length relationship of Crown Corporations from government by ensuring that no Crown Corporation information is collected, used, distributed, disposed of, transmitted, or retained by the AORS.

4. Definitions

In this MOU, the terms below have the following meanings:

- a) "The Institution" means the institution onboarded in the AORS.
- b) "ATIP Coordinator" means the individual performing the role of the coordinator for The Institution.

- c) "ATIP Request" means a request submitted pursuant to section 4 of the *Access to Information Act* or section 12 of the *Privacy Act*.
- d) "Information" shall be interpreted as including Personal Information.
- e) "Participants" means:
 - (I) TBS; and
 - (II) The Institution.
- f) "Personal Information" has the meaning given to that expression in section 3 of the *Privacy Act*.
- g) "Requester" means an individual or corporation who has submitted an ATIP Request.
- h) "Responding Institution" means the federal government institution subject to the *Access to Information Act* and the *Privacy Act* to which the Requester chooses to submit their request.
- i) "Services" refers to those indicated in sections 7 and 8 of this MOU.
- j) "Statistical, Analytical, and Management Reporting" refers to the creation of summary data reports. These reports can be of an *ad hoc* nature or regularly published reports, but in any case do not allow for the identification of individuals.
- k) "Subsequent Distribution" refers to the distribution of information to anyone other than the signing Participant.
- l) "Third Party" means any person, corporation, organization or entity other than and except for the Participants and Requester.

5. Supporting Documents

- President of the Treasury Board of Canada Mandate Letter (November 12, 2015): <https://pm.gc.ca/eng/president-treasury-board-canada-mandate-letter>
- Budget 2016: <https://www.budget.gc.ca/2016/docs/plan/budget2016-en.pdf>
- Policy on Government Security: <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>
- TBS Guidelines for Privacy Breaches: <http://www.tbs-sct.gc.ca/atip-ai/prp/in-ai/in-ai2007/breach-atteint-eng.asp>

6. Preparation for onboarding

- 6.1 Prior to consolidation of The Institution on the system ("onboarding"), the Participants will ensure that all business and technical enablement requirements have been met and all

required training has been provided. Once all such requirements are met, the operational launch ("go-live") will take place on a mutually agreed date.

7. Roles and responsibilities – Operational and technical services

7.1 The Assistant Secretary, Digital Policy and Services of the Treasury Board of Canada Secretariat is responsible for:

7.1.1 providing institutional support and oversight of the AORS

7.1.2 ensuring the provision of the services listed in this section of the MOU.

7.2 The services that TBS will provide are as follows:

7.2.1 the creation, management, and maintenance of the ATIP Online Request Service website and electronic payment solution to collect, retain, distribute and dispose of ATIP requests and payments

7.2.2 providing an ATIP request to The Institution whenever a Requester has selected it as the Responding Institution

7.2.3 sending an acknowledgement of the submitted ATIP request to the Requester on behalf of The Institution

7.2.4 ensuring that the Information provided under subsection 7.2.2 is provided via a secured electronic data transmission, as authorized and agreed upon by the Participants

7.2.5 ensuring that the Information will be transmitted promptly, within approximately 2 hours of the receipt of an ATIP request

7.2.6 on a weekly basis, sending to The Institution ATIP request summary reports for reconciliation purposes. TBS will resend any requests thereby identified as "missed" within 1 business day

7.2.7 ensuring that the content and related personal information pertaining to the ATIP request are disposed of by the ATIP Online Request Service application 30 days after the date of confirmed receipt of the request by the Responding Institution. TBS will retain only non-personal trace information that will be used for Statistical, Analytical, and Management Reporting purposes

7.2.8 exercising due diligence in safeguarding information under its control until it is forwarded to The Institution

7.2.9 providing a primary point of contact for liaison between TBS and The Institution

7.2.10 providing a General Delivery (i.e. generic) e-mailbox with which The Institution can communicate for support, questions, and to send and receive notices. This e-mailbox will be monitored from 08:00 a.m. to 5:00 p.m. on business days.

Response times will vary depending on type of message, notice, or request, but TBS will dedicate sufficient resources to ensure that responses are prompt

- 7.2.11 in the event of technical issues requiring the intervention of a technician, assigning a qualified resource to address the issue within 4 business hours
 - 7.2.12 providing Level 2 system support to Institutions and to members of the public who encounter technical issues and who wish to report them to TBS (via the General Delivery e-mailbox described in section 7.2.10)
 - 7.2.13 providing The Institution with functional documentation and system management reports
 - 7.2.14 coordinating with The Institution on system testing, User Acceptance Testing (UAT), and ongoing system requirements/improvements support
 - 7.2.15 addressing system-related issues management and resolution
 - 7.2.16 providing technical training to relevant personnel in The Institution
 - 7.2.17 providing The Institution with notice of scheduled outages as long as possible, and a minimum of 24 hours, in advance
 - 7.2.18 providing The Institution with notification of unscheduled outages, unauthorised access, unforeseen technical issues, and other incidents impacting the normal functioning of the AORS, as soon as practicable after the matter comes to light. TBS will provide The Institution with a post-mortem report on the matter within normally 10 business days after it has been resolved; however, timeline to be extended.
- 7.3 The Institution is responsible for:
- 7.3.1 overall institutional support for the participation of The Institution in the ATIP Online Request Service
 - 7.3.2 engaging with TBS on any changes desired by The Institution to the operational, technical, or financial scope as set out in sections 7 and 8
 - 7.3.3 the review, maintenance, updating, and amendment of this MOU.
- 7.4 The ATIP Coordinator or other officials within The Institution are responsible for:
- 7.4.1 receiving, storing, and disposing of the information provided by TBS
 - 7.4.2 verifying the credentials of the Requester so as to ensure that the Requester falls within the categories of individuals eligible to make a request as described in section 4(1) of the *Access to Information Act* or section 12(1) of the *Privacy Act*
 - 7.4.3 providing a primary point of contact for liaison between The Institution and TBS

- 7.4.4 facilitating contact between TBS and an internal communications contact with whom TBS can coordinate Web content updates
- 7.4.5 facilitating contact between TBS and a key Information Technology contact
- 7.4.6 facilitating training provided by TBS to employees of The Institution
- 7.4.7 assisting with system User Acceptance Testing (UAT) on initial implementation and subsequent releases
- 7.4.8 acting as primary internal point of contact for employees of The Institution for advice and support on system use
- 7.4.9 ensuring that employees of The Institution who no longer require access to the AORS have their access removed, and so advising TBS

8 Fee payment, maintenance and support costs

- 8.1 In the case of a participating institution that does not collect the application fee, subsections 8.2 to 8.5 do not apply.
- 8.2 TBS will provide The Institution with proof of payment relating to all ATIP requests for which it has been determined to be the appropriate Responding Institution.
- 8.3 TBS will provide a proof of payment to the Requester, in the case of Access to Information requests.
- 8.4 Where applicable, TBS will remit the fees collected on behalf of The Institution to the Receiver General for Canada.
- 8.5 Where applicable, TBS will be responsible for ensuring any refund of fees to a Requester that becomes necessary subsequent to a request submitted via the AORS. In the case of a refund subsequent to a request that is submitted through a different channel, The Institution will follow its existing established procedures to provide the refund to the Requester. The AORS cannot be used as a fee collection mechanism for requests that arrive through a different channel without attached payment, nor can it be used as a refund mechanism for requests originally submitted through any other channel.
- 8.6 TBS agrees to waive charges for services provided.
- 8.7 Should additional features be added to the services provided by TBS, maintenance and support costs will be reviewed accordingly.

9 Uses of information

- 9.1 Each Participant is responsible for the collection, use, distribution, storage, retention and disposition of the Information, as set out in this MOU, commensurate with their specific role in the operation of the ATIP Online Request Service.

- 9.2 The Information collected and distributed under this MOU may be used only for the administration of the Access to Information Act or Privacy Act, except in accordance with the Privacy Act.
- 9.3 The Information may not be used for any other purpose than that stated in subsection 9.2, except in accordance with the Privacy Act.

10 Protection of Personal Information

- 10.1 The Participants will exercise reasonable efforts to ensure that all personal information forwarded by TBS will be transmitted, collected, distributed, used, retained and disposed of in accordance with:
- (a) the *Privacy Act* and supporting guidelines on Privacy and Data Protection; and
 - (b) the Government of Canada Policy on Government Security and supporting operating directives and guidelines covering the administrative, technical and physical safeguarding of any personal information.
- 10.2 The Participants agree that each Participant is responsible for the actions of its own employees, agents or contractors with respect to the collection, disclosure, distribution, use, retention and disposal of personal information in its custody or under its control.
- 10.3 In the event of any unauthorized access, use, disclosure, distribution, modification or deletion of the personal information provided, TBS will notify applicable representatives of The Institution as soon as practicable upon its discovery. TBS will investigate and present The Institution with full details of the unauthorized access, use, disclosure, distribution, modification or deletion of the said personal information within ten (10) business days after it has been resolved.
- 10.4 In the event that it is determined that a privacy breach has occurred, it will be dealt with in accordance with the TBS Guidelines for Privacy Breaches (<http://www.tbs-sct.gc.ca/atip-ai/prp/in-ai/in-ai2007/breach-atteint-eng.asp>).
- 10.5 There will be no Subsequent Distribution by TBS of the personal information to any other person or Third Party in a form that could reasonably be expected to identify the individual to whom it relates, except in accordance with the Privacy Act.

11 ATIP Request submitted to incorrect institution

- 11.1 In the event that The Institution concludes that it is not the appropriate Responding Institution, it shall be the responsibility of The Institution to communicate with the requester and assist them with the resubmission of their request.

12 Reporting

- 12.1 TBS will be responsible for producing Statistical, Analytical, and Management Reporting on the operation of the ATIP Online Request Service as a whole. Such reports will not contain any personal information.

13 Authorities and Accountabilities

- 13.1 The authority and accountability of TBS are limited to the services that are enumerated in this MOU. By entering into this agreement, TBS is not granted any authority, nor does it assume any additional accountability, for the response to the Request that is ultimately provided to the Requestor, which remain with The Institution.
- 13.2 As the services are further defined and enhanced, the related authorities and accountabilities may be re-examined should a change appear to be necessary or appropriate, such as might result from a major redesign or expansion of the system.

14 Business Continuity

- 14.1 Each organization is responsible for adherence to its organization's business continuity and emergency management plans. Both Participants affirm that their plans provide for resumption of operations relating to the ATIP Online Request Service: in the case of TBS, within a maximum of three days; and in the case of The Institution, within a reasonable time commensurate with its operational demands and customary volume of ATIP requests.

15 Dispute Resolution and Non-compliance

- 15.1 In the event of any dispute or disagreement under this Memorandum of Understanding, the Participants shall undertake verbal or written dialogue to attempt to resolve the dispute or disagreement.
- 15.2 If required, the dispute or disagreement may be escalated to the signatories.
- 15.3 In the event that either Participant is not in compliance with any provision of this MOU, the non-defaulting Participant will provide the defaulting Participant with written notice describing the non-compliance.
- 15.4 If notified of a breach in accordance with section 15.3, the defaulting Participant will advise the non-defaulting Participant in writing of the steps the defaulting Participant has taken to remedy the non-compliance within ten (10) business days of receipt of such notification.
- 15.5 The non-defaulting Participant will advise the defaulting Participant in writing whether or not the steps taken under section 15.4 are acceptable to the non-defaulting Participant. If not acceptable, the non-defaulting Participant may set such further time to remedy the stated breach as it deems appropriate (not less than five (5) business days).

16 Liability

- 16.1 Each Participant will assume their respective costs, damages or awards that may derive from the arrangement set out in this Memorandum of Understanding.
- 16.2 TBS will not assume responsibility for any delay in the processing of ATIP Requests by The Institution, however caused.

17 Official languages

- 17.1 Both Participants warrant that communications with and services to their internal personnel and the public in relation to the ATIP Online Request Service will be in both official languages in accordance with federal responsibilities under the *Official Languages Act*.

18 Notification of changes in personnel

- 18.1 Changes in the individuals performing designated roles and responsibilities under this MOU will be communicated, in writing, e-mail or facsimile, to the other Participant.

19 Commencement

- 19.1 This Memorandum of Understanding will take effect from the time of the last signature of the Participants.

20 Amendments

- 20.1 Amendments to this Memorandum of Understanding will be made in writing and with the consent of both Participants.
- 20.2 Amendments must be approved by the signatories hereto or their equivalents.

21 Designated Officials

- 21.1 The designated official in each Participant who is accountable for the institutional support, oversight, implementation, and operation of the service is:

TBS: Executive Director, Open Government and Services

The Institution: [Canada – Nova Scotia Offshore Petroleum Board]

22 Notices

- 22.1 Any notice to be delivered in respect of this MOU should be sent by mail or e-mail to the Participant concerned as follows:

For TBS:

Executive Director, Open Government and Services
90 Elgin Street
Ottawa, Ontario

For notice to The Institution:

Title Canada-Nova Scotia Offshore Petroleum Board
Address 1791 Barrington Street, 8th Floor, Halifax, Nova Scotia B3J 3K9

For notice to The Institution ATIP Coordinator:

Title Troy MacDonald, Director, Information Services (on behalf of ATIP Coordinator)
Address Canada-Nova Scotia Offshore Petroleum Board
1791 Barrington Street, 8th Floor
Halifax, Nova Scotia B3J 3K9

23 Signatories

See following page.

Memorandum of Understanding concerning the ATIP Online Request Service

By signing below, signatories indicate their acceptance of the terms and conditions outlined in this Memorandum of Understanding.

IN WITNESS WHEREOF the Participants have executed this MOU, by their duly authorized representatives, each on the dates noted below.

FOR TREASURY BOARD SECRETARIAT:

original signed

2018-10-03

Mélanie Robert

Date

Executive Director, Open Government and Services

Chief Information Officer Branch

Treasury Board Secretariat

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By signing below, signatories indicate their acceptance of the terms and conditions outlined in this Memorandum of Understanding.

IN WITNESS WHEREOF the Participants have executed this MOU, by their duly authorized representatives, each on the dates noted below.

FOR The Institution:

original signed

February 14, 2019

Stuart Pinks

February 14, 2019

CEO

Canada-Nova Scotia Offshore Petroleum Board