

THIS AGREEMENT made in duplicate this 27th day of July, 1983

BETWEEN:

THE GOVERNMENT OF CANADA
as represented by the
Minister of Justice, and Attorney
General,

(hereinafter referred to as "Canada")

- and -

THE GOVERNMENT OF THE PROVINCE
OF BRITISH COLUMBIA
as represented by the
Attorney General of British Columbia
(hereinafter referred to as "British
Columbia")

Interpretation

1. In this Agreement

- (a) the terms "government institutions" and "personal information" have the meanings ascribed to them in the Privacy Act, S.C. 1980-81-82-83, c. 111;
- (b) "provincial institution" includes any municipal or regional government; any board, commission, corporation, agency, body or office established by or under any Act of British Columbia and which administers or enforces any law or carries out a lawful investigation; any police force, board or commission established pursuant to the Police Act, R.S.B.C. 1979, c.331; and in particular, and without restricting the generality of the foregoing, the Co-ordinated Law Enforcement Unit of the Ministry of the Attorney General.
- (c) "administering or enforcing any law or carrying out a lawful investigation" includes the investigation, detection, prevention or suppression of crime and other offences including offences against the bylaws of a

municipality, the preservation of the peace and the gathering of intelligence information for law enforcement purposes.

Purpose

2. The purpose of this Agreement is to provide for access to, and the use and disclosure of personal information under the control of a government institution to British Columbia or a provincial institution for the purpose of administering or enforcing any law or carrying out a lawful investigation pursuant to paragraph 8(2)(f) of the Privacy Act.

Undertaking

3. Canada and British Columbia agree that any personal information disclosed pursuant to this Agreement shall only be used or disclosed for the purpose of administering or enforcing any law or carrying out a lawful investigation or for a subsequent use which is consistent therewith.

Request

4. (1) Where a request is made to a government institution by British Columbia or a provincial institution for access to or disclosure of personal information, British Columbia or the provincial institution (as the case may be) shall indicate to the government institution:
 - (a) the personal information being requested; and
 - (b) the purpose for which the personal information is being requested.

(2) Wherever practicable, a request under subsection 4(1) shall be made in writing.

Direct Access

5. (1) Where British Columbia or a provincial institution has direct access to a data bank listed in Schedule "A" containing personal information under the control of a government institution, section 4 of this Agreement does not apply.

(2) Where British Columbia or a provincial institution has direct access to personal information as described in subsection 5(1), British Columbia or the provincial institution shall use their best efforts to ensure that the information is only accessed, used or disclosed in accordance with this Agreement.

Amendment

6. This Agreement and the Schedule to this Agreement may be amended at any time by the mutual consent of the parties and such amendment may be effected by an exchange of letters between the parties to this Agreement.

Application

7. (1) This Agreement does not apply to personal information under the control of a government institution which may be disclosed

(a) pursuant to any Act of Parliament or any regulation made thereunder, other than the Privacy Act, that authorizes its disclosure; or

(b) for the purpose of administering or enforcing any law or carrying out a lawful investigation pursuant to any other agreement which meets the requirements of this Agreement.

(2) Any existing agreements or arrangements between Canada or a government institution and British Columbia or a provincial institution will continue in effect to the extent that they are not inconsistent with this Agreement.

Duration

8. This Agreement shall come into force on the 1st day of July, 1983, and shall remain in effect until terminated by either party upon the giving of six months written notice to the other party.

Signed on behalf of the parties by:

Mark G. ...
Witness

Mark MacGigan
The Honourable Mark MacGigan,
Minister of Justice and
Attorney General

John J. ...
Witness

Brian Smith
The Honourable Brian Smith,
Attorney General of British
Columbia