

THIS AGREEMENT made in duplicate this 15<sup>th</sup> day of August, 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 NEWFOUNDLAND  
as represented by the Minister of  
Justice and Attorney General of  
Newfoundland  
(hereinafter referred to as  
"Newfoundland")

### 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 police force, board or commission established pursuant to a Municipal Act or Police Act of Newfoundland; any municipal or regional government; and any board, commission, corporation, agency, body or office established by or under any Act of Newfoundland having authority to administer or enforce any law or carry out a lawful investigation;
- (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.

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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 Newfoundland 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 Newfoundland 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 Newfoundland or a provincial institution for access to or disclosure of personal information, Newfoundland 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 Newfoundland 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 Newfoundland or a provincial institution has direct access to personal information as described in subsection 5(1), Newfoundland 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

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(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 Newfoundland 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 MacGuigan  
Witness

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

John J. Ashby  
Witness

Gerald R. Ottenheimer  
The Honourable  
Gerald R. Ottenheimer, Q.C.,  
and Attorney General of  
Newfoundland

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SCHEDULE A

1. Canadian Police Information Central  
Data Bank ("C.P.I.C.")
2. Automated Criminal Intelligence Information System  
Data Bank ("A.C.I.I.S.")
3. Criminal Records Level II ("CR II")