

**Memorandum of Understanding
Re: Information Sharing**

Between

THE UNIVERSITY OF WESTERN ONTARIO

(hereinafter referred to as the "University")

- and -

LONDON POLICE SERVICES BOARD

(hereinafter referred to as the "Police Agency")

WHEREAS the University is a provincial educational institution mandated with enforcing its by-laws, rules, regulations, and Code of Student Conduct;

AND WHEREAS the Police Agency is a law enforcement agency mandated with enforcing the law and protecting the public in the City of London;

AND WHEREAS the University desires to obtain information in the possession of the Police Agency so as better to administer and enforce its Code of Student Conduct;

AND WHEREAS section 41(1.1) of the *Police Services Act*, RSO 1990, c. P15 ("the Act"), as amended, authorizes a chief of police or designate to disclose personal information about an individual in accordance with the applicable regulations under the Act;

AND WHEREAS sections 3 and 5 of Ontario Regulation 265/98, as amended, authorize a chief of police or designate to disclose personal information about an individual if the individual is charged with, or is convicted or found guilty of, an offence under the *Criminal Code* (Canada), the *Controlled Drugs and Substances Act* (Canada), or any other federal or provincial act;

AND WHEREAS section 5(3) of Ontario Regulation 265/98 requires a chief of police to enter into a memorandum of understanding ("MOU") for the disclosure of personal information with an agency not engaged in the protection of the public or the administration of justice;

NOW THEREFORE, the parties undertake and declare as follows.

A. Purpose

1. The purpose of this MOU is to establish a formal mechanism for the exchange of personal information between the parties so as to allow the parties to carry out their respective mandates more effectively.

B. Declarations and Undertakings

1. The parties declare as follows:

- a. This information is shared in compliance with applicable provincial and municipal access to information and privacy legislation and the Act
- b. The parties will mutually respect and maintain the confidential nature of all information received from each other and will not disseminate externally any copy of information exchanged without the express consent of the originating party.

C. Use of Information

1. The information communicated by the Police Agency to the University will only be used for the purpose of administering the University's Code of Student Conduct, as revised from time to time.
2. Each party undertakes to maintain, respect, and protect the confidentiality of the information received under this MOU. Neither party will use the information communicated under this MOU unless it is for the strict purpose that is specifically authorized herein or by applicable law. The University will ensure that no personal information is used or disclosed in a form in which the individual to whom it relates can be identified, unless it is for a purpose consistent with this MOU or with the prior written authority of the Police Agency.
3. The University shall keep the disclosed information in a physically secure location, to which access is restricted by the University. The University agrees to destroy this information within one year from the date of the Last Use. For the purposes of this MOU, Last Use means the later of the following dates as applicable: (i) the date of the decision was made not to proceed with a Code complainant against the individual identified in the information (this date will be the earlier of the date such a decision is made, or one year following the receipt of the information during which a Code complaint has not been initiated) (ii) the date that the decision was made with respect to whether the individual identified in the information contravened the University's Code of Conduct, (iii) if an appeal has been made to the University Discipline Appeals Committee or such other internal University appeal body relating to the information, the date the individual identified by the information is informed of the decision on appeal, or (iv) in respect to litigation or judicial review commenced by the individual, the date the litigation or judicial review is finally resolved.

D. Information to be Exchanged

1. The University has requested access to the names of individuals against whom charges are laid under the *Criminal Code* (Canada), the *Controlled Drugs and Substances Act* (Canada), or any other federal or provincial act, during the period from September 2019 to and including April 30, 2020, where such charges arise from or relate to individuals' attendance at an assembly of a large group of individuals, when such assembly is not sanctioned by the University.
2. Without imposing an obligation on the Police Agency to inquire, if the Police Agency is aware of an individual's active status as a University student, or, if the University inquires about an

individual and confirms the individual's active status as a University student, the Police Agency shall disclose the following personal information about the individual:

- a. The individual's name, date of birth, and address; and,
 - b. The offence under the *Criminal Code* (Canada), the *Controlled Drugs and Substances Act* (Canada), or any other federal or provincial act, with which the individual has been charged or of which the individual has been convicted or found guilty and the sentence, if any, imposed for that offence.
 - c. The outcome all of significant judicial proceedings relevant to the offence including but not limited to information in relation to bail conditions. For clarity, the University understands and agrees that the Police Agency may not, without the person's consent, provide a copy of the person's Recognizance of Bail document, but that the Police Agency may confirm those terms relevant to the University and to public safety either verbally, and this verbal information confirmed in writing, or in writing (e.g. by email).
3. No personal information will be disclosed relating to a "young person" as defined in the *Youth Criminal Justice Act*, SC 2002, c. 1, as amended.
 4. The information will flow between the parties through the following designated representatives:
 - a. In the case of the University
University Legal Counsel
Paul Eluchok
T: 519.661.2111 ext. 84217
 - b. In the case of the Police Agency
Superintendent, Support Services Division (or designate)
Paul Waight
T: 519.661.5517
 5. The University shall notify the Police Agency in writing immediately upon becoming aware that any of the conditions set out in this MOU have been breached.

E. Confidentiality and Limitations

1. The parties to this MOU hereby agree and acknowledge that all information exchanged pursuant to this MOU shall at all times remain in the custody and control of the supplying party for the purposes of any disclosure outside the receiving party at any time whatsoever.

F. General

1. Any notice required by this MOU is effective upon delivery and will be sent to the parties as follows:

- a. In the case of the University:

Office of the University Legal Counsel
University of Western Ontario
Stevenson Hall, Room 1102
London, ON
N6A 3K7

- b. In the case of the Police Agency:

Office of the Chief of Police
London Police Services
601 Dundas Street
London, ON N6B 1X1

G. Indemnification

1. Except to the extent caused by the disclosure of information without legal authority by the Police Agency to the University, the University shall indemnify and save the Police Agency harmless from and against all third party claims, losses, damages, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted, or threatened to be brought or prosecuted in any manner, based upon or occasioned by the University (or its employees, servants, agents or assigns) (i) failing or refusing to perform its undertakings under this MOU; or (ii) bringing forward any Code of Student Conduct matter against a student of the University using the information received under this MOU. This clause survives the termination of this MOU.

Except to the extent caused by the University's negligence or wilful misconduct, the Police Agency shall indemnify and save the University harmless from and against all third party claims, losses, damages, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted, or threatened to be brought or prosecuted in any manner, based upon or occasioned by the Police Agency's (or its employees', servants', agents' or assigns') disclosure of information to the University without legal authority. This clause survives the termination of this MOU.

H. Amendments

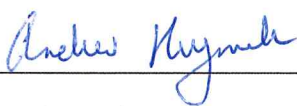
1. This MOU may be amended at any time by the mutual consent of the parties, and such amendment may be effected by an exchange of letters or other written instruments between the parties.

I. Term of MOU

1. This MOU shall be in effect as a pilot as of September 1, 2019, and will remain in effect until April 30, 2020.
2. Either party may terminate this MOU by giving three (3) months' written notice to that effect to the other party.
3. Notwithstanding the preceding paragraph, either party reserves the right to terminate this MOU unilaterally in the event of non-compliance by the other party with the rules of confidentiality and the use of the information as contained herein. The party wishing to terminate this MOU will send to the other party a written notice of termination, stating the reasons for termination. The determination of a breach is exclusively within the discretion of the senior administrative officer of the party alleging the breach, that is, the Chief of Police or the President and Vice-Chancellor of the University, whose determination is final.
4. No action or failure to act by the Police Agency shall constitute a waiver of any right afforded to the Police Agency under this MOU, and neither shall any such action or failure to act constitute an approval of or acquiescence in any breach thereof, except as may be specifically agreed in writing.

THE BOARD OF GOVERNORS THE UNIVERSITY OF WESTERN ONTARIO

Per*:



Andrew Hrymak
Provost and Vice-President (Academic)

Per*:



Kathleen Kwan
University Secretary

Per*:



Lynn Logan
Vice-President (Operations & Finance)


Date:



* I have the authority to bind the University

LONDON POLICE SERVICES BOARD

Per*:



Date:

August 21, 2019.

* I have the authority to bind the Police Agency