



United States Federal Communications Commission



Canadian Radio-television and
Telecommunications Commission

Conseil de la radiodiffusion et des
télécommunications canadiennes

Memorandum of Understanding
between the
United States Federal Communications
Commission
and the
Canadian Radio-television and
Telecommunications Commission
on Efforts to Address Unlawful Automated
Telephone Calls and Inaccurate Caller
Identification

The United States Federal Communications Commission (FCC) and the Canadian Radio-television and Telecommunications Commission (CRTC) (collectively, "the Participants," or individually, "Participant"),

RECOGNIZING the importance of developing a global and coordinated approach to address unlawful automated telephone calls (in Canada referred to as automated dialing-announcing devices (ADADs) (also known as robocalls), and inaccurate caller identification (also known as caller id spoofing), and the threats that they pose to consumers and their confidence in critical communication systems;

RECOGNIZING that the Participants serve together on the Secretariat of the London Action Plan (now known as UCENet - Unsolicited Communications Enforcement Network) and are signatories to the associated Memorandum of Understanding Among Public Authorities of the London Action Plan Pertaining to Unlawful Telecommunications and Spam; have worked closely in connection with numerous investigations and enforcement actions relating to unlawful robocalls and caller id spoofing; and have collaborated on promoting technological solutions to robocalls;

RECOGNIZING that the U.S. Communications Act of 1934, 47 U.S.C. § 151 *et seq.*, as amended by the Telephone Consumer Protection Act, authorizes the FCC to disclose information to law enforcement authorities from other countries under appropriate circumstances; and

RECOGNIZING that an Act known generally as the Canadian Anti-Spam Law (CASL) authorizes the CRTC to disclose information to an institution of the government of a foreign state in specified circumstances and under certain conditions;

HAVE REACHED THE FOLLOWING UNDERSTANDING:

I. Definitions

For the purposes of this Memorandum,

1. "Applicable Laws" means the laws and regulations identified in Annex 1, and such other laws or regulations as the Participants may from time to time jointly decide in writing to be an Applicable Law for purposes of this Memorandum.
2. "Covered Violation" means a practice that would violate one or more of the Applicable Laws of one Participant's country and that is substantially similar to a practice prohibited by any provision of the Applicable Laws of the other Participant's country.
3. "Enforcement Activities" means any work conducted by the Participants in respect of their Applicable Laws, including but not limited to: research, investigations, and proceedings.
4. "Person" means any natural person or legal entity, including corporations, unincorporated associations, or partnerships, existing under or authorized by the laws of the United States, its States, or its Territories, or the laws of Canada.
5. "Request" means a request for assistance under this Memorandum.
6. "Requested Participant" means the Participant from which assistance is sought under this Memorandum, or which has provided such assistance.
7. "Requesting Participant" means the Participant seeking assistance under this Memorandum, or which has received such assistance.

II. Objectives and Scope

1. This Memorandum sets forth the Participants' intent with regard to mutual assistance and the exchange of information for the purpose of enforcing and securing compliance with Applicable Laws as well as the exchange of knowledge and expertise on regulatory policies and technical efforts to address unlawful automated telephone calls and inaccurate caller identification. The Participants do not intend the provisions of this Memorandum to create legally binding obligations under international or domestic laws.
2. The Participants understand that it is in their common public interest to:
 - a. cooperate with respect to enforcement activities targeting Covered Violations, including sharing complaints and other relevant information and providing investigative assistance;

- b. facilitate research and education related to unlawful robocalls and caller id spoofing;
 - c. facilitate mutual exchange of information, knowledge, and expertise through bilateral meetings, digital videoconferences (DVCs), training programs, staff exchanges, or other forms of cooperation as may be jointly decided;
 - d. promote a better understanding by each Participant of economic and legal conditions and theories relevant to the enforcement of the Applicable Laws of the other Participant; and
 - e. inform each other of developments in their respective countries that relate to this Memorandum in a timely fashion.
3. In furtherance of these common interests, and consistent with Section IV, the Participants intend to use best efforts, as permitted by law, to:
- a. disclose information upon request, including complaints and other personally identifiable information, that a Participant believes would be relevant to enforcement activities regarding Covered Violations of the Applicable Laws;
 - b. provide investigative assistance in appropriate cases in accordance with their respective domestic law;
 - c. provide other relevant information in relation to matters within the scope of this Memorandum, such as regulatory, technical and policy developments; information relevant to consumer and business education; government and self-regulatory enforcement solutions; amendments to relevant legislation; and staffing and other resource issues;
 - d. explore the feasibility of staff exchanges and joint training programs;
 - e. coordinate enforcement against cross-border Covered Violations that are a priority for both Participants;
 - f. collaborate on initiatives to promote regulatory, policy, technical, and commercially viable solutions to unlawful robocalls and caller id spoofing;
 - g. participate in periodic teleconferences to discuss ongoing and future opportunities for cooperation; and
 - h. provide other appropriate assistance that would aid enforcement activities targeting Covered Violations.

III. Procedures Relating to Mutual Assistance in Enforcement Activities

1. Each Participant intends to designate a primary contact for the purposes of

submitting requests and other communications under this Memorandum and to provide notice of these designations and any subsequent changes to the other Participant, specifically to the CRTC in care of the Chief Compliance and Enforcement Officer or to the FCC in care of the Chief of the Enforcement Bureau.

2. The Participants understand that:
 - a. requests for assistance are most effective when they include sufficient information to enable the Requested Participant to determine whether a request relates to a Covered Violation and to take action in appropriate circumstances. Such information is expected to include a description of the facts underlying the request and the type of assistance sought, as well as an indication of any special precautions that are expected to be taken in the course of fulfilling the request;
 - b. requests for assistance are most effective when they specify the purpose for which the information requested would be used;
 - c. in conformity with CASL Section 60, information disclosed by the CRTC as envisioned by this Memorandum and related requests for assistance are to be used only for the purpose of investigating possible contraventions of laws that do not have consequences that would be considered penal under Canadian law;
 - d. civil penalties provided under Applicable Laws are not considered to be penal as that term is used in CASL Section 60; and
 - e. consistent with Section V, the Participants intend that a request for assistance is to confirm that the Requesting Participant intends to maintain the confidentiality of each request for assistance, the existence of any investigation related to the request, all materials related to each request, and all information and material provided in response to each request.
3. The Participants intend to use their best efforts to resolve any disagreements related to cooperation that may arise under this Memorandum through the contacts designated pursuant to Section III.1, and, failing resolution in a reasonably timely manner, by discussion between appropriate senior officials designated by the Participants.

IV. Limitations on Assistance in Enforcement Activities

1. The Requested Participant may exercise its discretion to decline the request for assistance, or limit or place conditions on its cooperation, including where the request is outside the scope of this Memorandum or, more

generally, where cooperation would be inconsistent with domestic laws or important interests or priorities.

2. The Participants recognize that it is not feasible for a Participant to provide assistance to the other Participant for every Covered Violation. Accordingly, the Participants intend to use best efforts to seek and provide cooperation focusing on those Covered Violations most serious in nature, such as those that cause or are likely to cause injury to a significant number of persons, and those otherwise causing substantial injury.
3. The Requesting Participant may request the reasons for which the Requested Participant declined or limited assistance. For clarity, the Requested Participant is under no obligation to provide such reasons.
4. The Participants intend to provide sensitive information, including personally identifiable information, in response to a request pursuant to this Memorandum only to the extent that it is necessary to fulfill the objectives set forth in Section II, and in a manner consistent with Section V of this Memorandum.

V. Confidentiality, Privacy, and Limitations on Use of Material Exchanged in Connection With Enforcement Activities

1. As described in this section, the Participants plan to treat any requests made pursuant to this Memorandum, any information provided pursuant to such a request, and the existence of the Enforcement Activities to which any such information relates as sensitive, and do not intend to further disclose or use this information for objectives other than those set forth in Section II, without the prior written consent of the Requested Participant.
2. The Participants recognize that material exchanged in connection with Enforcement Activities often contains personally identifiable information and sensitive commercial or financial information including about third parties. The Participants intend to take necessary protective measures to safely transmit and safeguard as confidential materials containing personally identifiable information and sensitive commercial or financial information. Protective measures include, but are not limited to, the following examples and their reasonable equivalents, which can be used separately or combined as appropriate to particular circumstances:
 - a. transmitting the material in an encrypted format;
 - b. transmitting the material directly by a courier with package tracking capabilities;
 - c. maintaining the materials in secure, limited access locations (e.g.,

password- protected files for electronic information and locked storage for hard-copy information); and

- d. if used in a proceeding that may lead to public disclosure, redacting personally

identifiable information or filing under seal.

3. Nothing in this Memorandum is intended to:

- a. authorize a Participant to withhold information provided pursuant to this Memorandum in response to a formal demand from a Participant country's legislative body, an order issued from a court with proper jurisdiction; or another legal requirement, or
- b. prevent material obtained in connection with the investigation or enforcement of criminal laws from being used for the purpose of investigation, prosecution, or prevention of violations of either Participant's country's criminal laws.

4. Each Participant intends to use best efforts to safeguard the security and confidentiality of any information received under this Memorandum and respect any safeguards decided on by the Participants and which are consistent with the Applicable Laws. At a minimum, as permitted by law, each Participant must:

- 1. restrict access to the other Participant's information to its officers, employees, consultants, contractors, and agents who have a need for such information in the performance of their official duties and, with respect to consultants, contractors and agents, who have entered into an appropriate nondisclosure agreement that covers such information; and informing such persons with access of their responsibilities under the MOU, except as otherwise provided in writing by the other Participant;
- 2. apply appropriate administrative, technical, and physical safeguards to ensure the protection of personally identifiable information, commercial information, financial information, and data security and integrity;
- 3. comply with applicable breach notification policies and procedures; and
- 4. promptly notify the other Participant if and when inadvertent disclosure of information occurs and making every reasonable effort to correct the inadvertent disclosure promptly.

5. The Participants are expected to oppose, to the extent possible consistent with their countries' laws, regulations, and policies, any application by a third party for disclosure of confidential information or confidential materials received from a Requested Participant, unless the Requested Participant consents to its release.

The Participant that receives such an application is expected to notify forthwith the Participant that provided it with the confidential information.

VI. Changes in Applicable Laws

In the event of significant modification to the Applicable Laws of a Participant's country, the Participants intend to consult promptly, and, if possible, prior to the effective date of such enactments, to determine whether to modify this Memorandum or the list of Applicable Laws in Annex 1.

VII. Retention of Information

1. Participants do not intend to retain materials obtained through this Memorandum for longer than is reasonably required to fulfill the objectives set forth in Section II or than is required by the Requesting Participant's country's laws.
2. The Participants recognize that in order to fulfill the objectives set forth in Section II, the Participants typically need to retain the shared materials until the conclusion of the pertinent investigation for which the materials were requested and any related proceedings.

VIII. Costs

Unless otherwise decided by the Participants, the Requested Participant is expected to pay all costs of executing the Request. When the cost of providing or obtaining information under this Memorandum is substantial, the Requested Participant may ask the Requesting Participant to pay those costs prior to proceeding with the Request. In such an event, the Participants intend to consult on the issue of costs at the request of either Participant.

IX. General Provisions

1. The Participants intend cooperation under this Memorandum to commence as of the date this Memorandum is signed by the latter of the two Participants.
2. The Participants intend that assistance consistent with this Memorandum may be requested concerning Covered Violations occurring before as well as after this Memorandum is signed.
3. This Memorandum may be discontinued by either Participant at any time, but a Participant should endeavor to provide 30 days written notice of its intent to discontinue

the Memorandum. Prior to providing such notice, each Participant is expected to use best efforts to consult with the other Participant.

4. On discontinuation of this Memorandum, the Participants are expected to maintain the confidentiality of any information communicated to them by the other Participant consistent with this Memorandum, and return or destroy, consistent with any methods prescribed by the other Participant, information obtained from the other Participant consistent with this Memorandum.
5. This Memorandum may be modified by mutual arrangement of the Participants. Any modification is expected to be in writing and signed by both Participants.

X. Legal Effect

Nothing in this Memorandum is intended to:

1. Create binding obligations, or affect existing obligations, under international or domestic law. It does not modify or supersede any domestic or international laws, regulations, or agreements applicable to the United States or Canada.
2. Prevent a Participant from seeking assistance from or providing assistance to the other Participant pursuant to other agreements, arrangements, or practices.
3. Affect any right of a Participant to seek information on a lawful basis from a Person located in the territory of the other Participant's country, or preclude any such Person from voluntarily providing legally obtained information to a Participant.
4. Create a commitment that conflicts with either Participant's national laws, court orders, or any applicable international legal instruments.
5. Create expectations of cooperation that would exceed a Participant's jurisdiction.

Signed -in duplicate.

Federal Communications Commission
United States of America

Canadian Radio-television and
Telecommunications Commission



Jessica Rosenworcel
Chairwoman



Ian Scott
Chairperson and Chief Executive Officer

6.6.22
Date

June 6, 2022
Date

Washington DC USA
Place

Washington DC USA
Place

Annex

Applicable Laws

1. Federal Communications Commission
 1. Communications Act of 1934, as amended, 47 U.S.C. §§ 151-155
 2. Telephone Consumer Protection Act and the Truth in Caller ID Act, 47 U.S.C. § 227
 3. Federal Communications Commission Rules, 47 CFR § 0.111(a)(24)
 4. The Privacy Act of 1974, as amended, 5 U.S.C. § 552a
 5. The Freedom of Information Act, as amended, 5 U.S.C. § 552
 6. The Trade Secrets Act, 18 U.S.C. § 1905
2. Canadian Radio-television and Telecommunications Commission
 1. An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act, S.C. 2010, c. 23
 2. Telecommunications Act, S.C. 1993, c. 38
 3. Canadian Radio-television and Telecommunications Commission Unsolicited Telecommunications Rules, made pursuant to section 41 of the Telecommunications Act.
 4. Privacy Act, R.S.C., 1985, c. P-21
 5. Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5
 6. Access to Information Act, R.S.C., 1985, c. A-1