MEMORANDUM OF UNDERSTANDING

Between the

CANADIAN RADIO-TELEVISION AND TELECOMMUNICATIONS COMMISSION

and the

COMMISSION FOR COMMUNICATIONS REGULATION OF IRELAND

on

COOPERATION IN THE SHARING OF INFORMATION ON CERTAIN UNSOLICITED/UNLAWFUL COMMUNICATIONS

The Canadian Radio-television and Telecommunications Commission ("CRTC") and the Commission for Communications Regulation ("ComReg") of Ireland (collectively, "the Participants");

RECOGNIZING the importance of developing a global and coordinated approach to address Unsolicited/Unlawful Communications (as defined below);

NOTING that the CRTC is a statutory agency established under the *Canadian Radio-television and Telecommunications Commission Act*, and recognizing that section 60 of an Act commonly known as Canada's Anti-Spam Legislation ("CASL")[1] authorizes the CRTC to disclose certain information to an institution of the government of a foreign state under certain conditions and appropriate circumstances;

RECOGNIZING that pursuant to section 12(1)(a)(iii) of *Ireland's Communications Regulation Act of 2002*, as amended ("2002 Act"), one of ComReg's objectives in exercising its functions is, in relation to the provision of electronic communications networks, and electronic communications services and associated facilities, to promote the interests of users within the Community, as defined within that Act;

RECOGNIZING that ComReg has the statutory function under section 10(1)(b) of the 2002 Act of managing the national numbering resource, and has the objective under section 12(1)(b) of the 2002 Act of ensuring the efficient management and use of numbers from the national numbering scheme;

RECOGNIZING that relevant general objectives listed in Regulation 4(3) of the European Union (Electronic Communications Code) Regulations 2022, which ComReg has to pursue in the context of its tasks, include the following: to promote the interests of the consumers and businesses in the state by maintaining the security of networks and services, and by ensuring a high and common level of protection for end-users through the necessary sector-specific rules;

AND RECOGNIZING that this Memorandum of Understanding ("Memorandum") outlines the interest of the Participants to form a cooperative relationship for the purposes of sharing information related to their respective mandates.

HAVE REACHED THE FOLLOWING UNDERSTANDING:

I. Definitions

For the purposes of this Memorandum:

1. "Applicable Law" means the laws and regulations identified in Annex 1 of this Memorandum that relate to Unsolicited/Unlawful Communications and such other laws or regulations as the Participants may from time to time jointly decide in writing to be an Applicable Law for the purposes of this Memorandum;

[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. "Covered Violation" means practices that would, based on available information, violate or likely violate the Applicable Laws of one Participant's country and that are substantially similar to practices prohibited by any provision of the Applicable Law of the other Participant's country. For greater certainty, a Covered Violation does not include matters that are criminal in nature under Canadian law or could lead to penal consequences under Canadian law;

3. "Confidential Information" means any non-public information possessing the quality of confidentiality and subject to obligations regarding confidentiality or privacy;

4. "Person" means a natural person, a body corporate, an unincorporated association, a partnership, a trustee, an administrator, an executor, a liquidator of a succession, receiver or legal representative, a statutory authority or instrumentality of a government, existing under the laws of Canada or the laws of Ireland and the European Union;

5. "Memorandum" means this Memorandum of Understanding;

6. "Request" means a request for information under this Memorandum;

7. "Requested Participant" means the Participant from which information is sought under this Memorandum, or which has provided such information;

8. "Requesting Participant" means the Participant seeking information under this Memorandum, or which has received such information;

9. "Unlawful Communications" means, for the purposes of this Memorandum, from an Irish perspective (applicable Irish laws and regulations are identified in Annex 1), unlawful, unwanted, unsolicited communications generally directed at large groups of the population, often with the intent to mislead the receiver, so that they unknowingly provide sensitive personal information which can in turn enable misuse, and the threats that they pose to consumers and their confidence in critical communication systems.; and

10. "Unsolicited Communications" means, for the purposes of Canadian law, unsolicited telephone calls and unsolicited SMS messages or other electronic messages for the purposes of the CRTC and its governing statutes.

Terms not defined in this Memorandum shall, unless the contrary intention appears, have the same meaning as given to such terms under the laws and regulations identified in Annex 1 of this Memorandum, as the case may be.

II. Objectives and Scope

1. This Memorandum sets forth the Participants' intent regarding the exchange of information, the exchange of knowledge and expertise on regulatory policies and technical efforts to address Unsolicited/Unlawful Communications.

2. The Participants understand that it is in their common public interest to:

    2.1 facilitate research and education related to Covered Violations, including Unsolicited/Unlawful Communications;

    2.2 facilitate mutual exchange of information (as permitted by the laws applicable to each Participant), knowledge and expertise through bilateral meetings, digital videoconferences (DVCs), training programs and staff exchanges, where opportunities may arise and priorities permit;

    2.3 promote a better understanding by each Participant of the economic and legal conditions and theories relevant to the enforcement of the Applicable Laws of the other Participant; and

    2.4 inform each other of developments in their respective countries that relate to this Memorandum in a timely fashion.

3. Further to these common interests, and subject to Section IV, the Participants intend to use their best efforts to:

    3.1 exchange relevant information about Covered Violations, including Unsolicited/Unlawful Communications;

    3.2 provide information about other matters within the scope of this Memorandum such as information relevant to: technical and policy developments, consumer and business education, government and self-regulatory solutions, and amendments to relevant legislation;

    3.3 explore the feasibility of staff exchanges and joint training programs;

    3.4 collaborate on initiatives to promote regulatory, policy, and technical solutions in relation to Covered Violations;

    3.5 participate in periodic teleconferences to discuss ongoing and future opportunities for cooperation; and

    3.6 explore opportunities for senior strategic engagement to facilitate a shared cross-jurisdictional approach and understanding to deal with relevant regulatory issues and consumer protections

III. Procedures Relating to Information sharing

1. Each Participant will identify a primary contact for the purposes of Requests and other communications under this Memorandum. Notices of these identifications and any subsequent changes are to be sent to the CRTC in care of the Director of Telecommunications Enforcement and to ComReg in care of the Director responsible for the relevant ComReg functions (currently, Market Framework Director) for communications. For the initial three years of this Memorandum, the ComReg contact point shall be Peter Moran, Senior Manager, Network Operations (e-mail – peter.moran@comreg.ie) and the CRTC contact point shall be the Director of Intelligence and Technology, Rana Dincoy at Rana.Dincoy@crtc.gc.ca.

    1.1 Requests should be made in writing and should include sufficient information to enable the Requested Participant to determine whether a Request relates to a Covered Violation or other matters within the scope of this Memorandum identified in Section II, clause 3.2 above, and what actions are being asked of the Requested Participant. Such information should include:

        a. a description of the facts underlying the Request (including for example, the conduct or suspected conduct which give rise to the Request) and the type of information sought;
        b. an indication of any special precautions that should be taken in the course of fulfilling the Request;
        c. the purpose for which the information requested would be used (identifying the provisions of any relevant law or other legal basis for the Requesting Participant seeking the information and the relevant regulatory functions to which the Request relates);
        d. the suggested time period for reply and, if the Request is urgent, the reasons for the urgency; and
        e. any other information that may be relevant to the Requested Participant in reviewing the Request.

    1.2 In urgent cases, a Request for information may be made orally provided that the oral request contains the information set out in clause 1.1 of this Section to be followed by a written Request containing all the required information within 7 days.

    1.3 Consistent with other provisions of this Memorandum, a Request should include the following:

        a. an affirmation by the Requesting Participant that the confidentiality of each Request will be maintained, in a manner consistent with Section V of this Memorandum; and
        b. a list of all materials requested by the Requesting Participant.

    1.4 When receiving the Request, the Requested Participant should also provide an affirmation that the confidentiality of each Request will be maintained, in a manner consistent with Section V of this Memorandum.

1.5 The Requested Participant should provide all the information requested, unless the Participants reach a different understanding in writing.

IV. Limitations on Information-sharing

1. The Requested Participant may exercise its discretion to decline a Request for information-sharing, and limit or place conditions on its cooperation for any reason. Generally, in deciding whether to decline a Request, the Requested Participant will consider any relevant considerations, including but not limited to, whether the Request is outside the scope of this Memorandum or, whether the provision of the information, or documents would:

    1.1 be inconsistent with the national or public interest, or with the laws applicable to the Requested Participant, including relevant privacy or data protection laws;
    1.2 be beyond the statutory powers of the Requested Participant or involve dealing with the administration of a law that has no parallel within its jurisdiction;
    1.3 put the Requested Participant in breach, or at risk of being in breach, of a legal or equitable duty owed to any person (particularly in relation to the treatment of Confidential Information, or an obligation to afford procedural fairness);
    1.4 expose the Requested Participant to the threat of legal proceedings; or
    1.5 place a strain on its resources or substantially or unreasonably divert its resources. The Participants recognize that it is not feasible for a Participant to offer information to the other Participant for every Covered Violation.

2. The Requesting Participant may request the reasons for which the Requested Participant declined or limited information-sharing.

3. The Participants intend to share Confidential Information in response to a Request pursuant to this Memorandum only to the extent that it is necessary to fulfil the objectives set forth in Section II of this Memorandum, and in a manner consistent with Section V of this Memorandum.

4. Where the Requested Participant requires the consent of a person or is required to notify a person of the Request before it is able to comply with the Request, the Requested Participant understands that it should advise the Requesting Participant of this notification before contacting that person.

5. The Requested Participant may provide information to the Requesting Participant subject to any conditions that the Requested Participant considers appropriate, including restrictions or limitations as to the use, access, storage, disclosure or disposal of the requested information or documents. Where the Requested Participant seeks to impose a condition, it should advise the Requesting Participant in writing of that condition prior to providing the information.

V. Confidentiality, Privacy and Limitations on the Use of Information Received Under this Memorandum

1. Subject to the laws applicable to each of the Participants, the Participants acknowledge that Requests for information, all materials related to each Request, and all information provided in response to each Request may contain Confidential Information and will treat such information accordingly.

2. The Participants intend to take necessary protective measures to safely transmit and safeguard any materials that contain Confidential Information. Appropriate 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 the circumstances:

    2.1 transmitting the material in an encrypted format;
    2.2 utilizing technologies with event logging and similar features that allow each Participant to track access to Confidential Information;
    2.3 transmitting the material by a courier with package tracking capabilities;
    2.4 maintaining the materials in secure, limited access locations (e.g. password protected files for electronic information and locked storage for hard copy information);
    2.5 if used in a proceeding that may lead to public disclosure, redacting confidential information, as required by law, or filing under seal, as consistent with law; and
    2.6 entering into a separate information sharing arrangement to govern the use, access, storage, disclosure or disposal of information.

3. Each Participant intends to use best efforts to safeguard the confidentiality, privacy and security of any information received under this Memorandum and respect, at a minimum, any safeguards decided on by the Participants, consistent with each Participant's respective domestic laws and policies, by:

    3.1 restricting access to such 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, restricting access to those who are required by law to keep such information confidential or who have entered into appropriate non-disclosure agreements that cover such information, and informing such persons of their responsibilities consistent with the Memorandum, except as otherwise provided in writing by the Requested Participant; and
    3.2 applying appropriate administrative, technical, and physical safeguards to protect Confidential Information.

4. Nothing in this Memorandum is intended to authorize a Participant to withhold information provided pursuant to this Memorandum in response to a formal demand from that Participant country's legislative body or an order issued from a court with proper jurisdiction in any legal action commenced, or if disclosure is otherwise required by law in that Participant's country.

5. Notwithstanding clause 4 above, and consistent with Applicable Laws and the authority of the country's legislative body, regulatory authority, or courts, a Participant is expected to preserve the confidentiality of any Confidential Information obtained from the other Participant to the fullest extent possible,

including by asserting all applicable legal exemptions from disclosure and seeking a protective order where applicable, and, is expected to notify the Requested Participant of the formal demand or court order and do so prior to the production or disclosure of the Confidential Information.

6. In the event of any suspected or confirmed unauthorized access or disclosure of Confidential Information provided by a Participant, each Participant will take all reasonable steps to remedy the unauthorized access or disclosure and to prevent a recurrence of the event. The Participant discovering the suspected or confirmed unauthorized access or disclosure should promptly notify the other Participant of the occurrence.

7. Each Participant intends to oppose, to the fullest extent possible consistent with their country's laws, regulations and policies, any application by a third party for disclosure of Confidential Information or confidential materials received from a Participant under this Memorandum, unless the other Participant provides written consent for its release. The Participant that receives such an application is expected to notify forthwith the Participant that provided it with the Confidential Information.

VI. Change in Applicable Laws

1. In the event of relevant modifications to the Applicable Laws of a Participant's country, the Participants intend to consult promptly, and, if possible, prior to the effective date of the enactment of such modifications, determine whether to modify this Memorandum.

VIII. Retention of Information

1. Participants do not intend to retain materials obtained from the other Participant through this Memorandum for longer than is reasonably required to fulfill the purpose for which they were shared or than is required by each Participant's own domestic laws.

2. The Participants recognize that in order to fulfil the objectives set forth in Section II, the Participants typically need to retain the shared materials until the conclusion of the pertinent use for which the materials were requested.

VIII. Costs

1. This MOU does not obligate the provision of funds for any particular expenditure and does not authorize the transfer of funds and/or resources from one Participant to the other. 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.

X. Duration of Cooperation

1. Cooperation under this Memorandum will commence as of the date of its signing.

2. The information provided under this Memorandum may be extended to Covered Violations occurring before as well as after this Memorandum is signed.

3. This Memorandum may be discontinued at any time by either Participant, but a Participant should endeavour to provide 30 days written notice of such discontinuance and use their best efforts to consult with the other Participant prior to providing such notice.

4. The Participants will review the operation of this Memorandum periodically and will make best efforts to consult every 3 years for the purpose of reviewing this Memorandum.

5. Upon the discontinuation of this Memorandum, the Participants are expected to maintain the confidentiality of any Confidential Information communicated to them by the other Participant under this Memorandum, and return or destroy, to the extent consistent with Applicable Laws, information obtained from the other Participant consistent with this Memorandum and, to the extent consistent with Applicable Laws, as contemplated by the other Participant's domestic's laws or any conditions imposed by the Requested Participant.

6. This Memorandum may be modified by mutual consent of the Participants. Any modifications must be in writing and signed by the appropriate officer(s) of the Participants.

XI. Legal Effect

1. Nothing in this Memorandum is intended to:
    - 1.1 create legally binding rights or obligations, or affect existing rights or obligations, under international or domestic law;
    - 1.2 prevent a Participant from seeking information from or providing information to the other Participant pursuant to other agreements, arrangements or practices;
    - 1.3 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;
    - 1.4 create a commitment that conflicts with or would be inconsistent with either Participant's national laws, court orders, regulations and policies, or any applicable international law;
    - 1.5 create expectations of cooperation that would exceed a Participant's jurisdiction; and
    - 1.6 affect a Participant's ability to comply with applicable international law or applicable domestic laws or regulations.

XI. Consultations

1. The Participants intend to resolve any disagreements that may arise under this Memorandum through amicable consultations by the contacts referred to in clause 1 of Section III and, failing resolution in a reasonably timely manner, by discussion between appropriate senior officials designated by the Participants.

Signed in Gatineau, QC, Canada on August 12, 2025.

Vicky Eatrides

Chairperson and Chief Executive Officer

Canadian Radio-television and Telecommunications Commission

Signed in Dublin, Ireland on 12 August 2025

Garrett Blaney

Chairperson

Commission for Communications Regulation of Ireland

Annex 1

Applicable Laws

I. Canadian Radio-Television and Telecommunications Commission

i. Sections 6 to 9 and 60 of 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

ii. Section 41 of the *Telecommunications Act,* S.C. 1993, c. 38

iii. *Canadian Radio-television and Telecommunications Commission Unsolicited Telecommunications Rules,* made pursuant to section 41 of the *Telecommunications Act*.

iv. Access to Information Act, R.S.C., 1985, c. A-1

II. Commission for Communications Regulation

i. Communications Regulation Act of 2002, as amended, and section 10(1)(b); section 12(1)(a)(iii); section 12(1)(b); and section 12(5)

ii. The European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 (S.I. No. 336 of 2011). Reg. 13

iii. The European Union (Electronic Communications Code) Regulations 2022 (S.I. No. 444 of 2022), Reg. 4(3) and Reg. 83(2)

iv. Directive (EU) 2018/1972 establishing the European Electronic Communications Code

v. The *Communications Regulation and Digital Hub Development Agency (Amendment) Act 2023, Part 2*