

**1.1.2 Notice of Arrangements Regarding the Access, Collection, Storage and Use of Derivatives Data**

**NOTICE OF ARRANGEMENTS REGARDING  
THE ACCESS, COLLECTION, STORAGE AND USE OF DERIVATIVES DATA**

The Ontario Securities Commission recently entered into an arrangement with each of Financial and Consumer Services Commission (New Brunswick), Financial and Consumer Affairs Authority of Saskatchewan and Nova Scotia Securities Commission (each a “Partner Jurisdiction”) setting out an understanding between the OSC and each Partner Jurisdiction that the OSC will act as an agent for the purposes of accessing, collecting, storing, analyzing and reporting on derivatives data, as collected by relevant trade repositories (together the “Derivatives Data Arrangements”).

The Derivatives Data Arrangements are subject to the approval of the Minister of Finance. The Derivative Data Arrangements were delivered to the Minister of Finance on January 25, 2017.

Questions may be referred to:

Jean-Paul Bureaud  
Director  
Office of Domestic and International Affairs  
Tel: 416-593-8131  
E-mail: [jbureaud@osc.gov.on.ca](mailto:jbureaud@osc.gov.on.ca)

**ARRANGEMENT REGARDING THE  
ACCESS, COLLECTION, STORAGE AND USE OF DERIVATIVES DATA**

This Arrangement is made as of the 23 day of December 2016 (the "Effective Date").

**BETWEEN:**

**Financial and Consumer Services Commission (New Brunswick) ("Partner Jurisdiction")**

– and –

**Ontario Securities Commission ("OSC")**

**PURPOSE**

The purpose of this Arrangement is to set out the understanding between the Partner Jurisdiction and the OSC with respect to

- the OSC's role in acting as agent for the Partner Jurisdiction for the purposes of accessing, collecting, storing, analysing and reporting on data reported to a recognized trade repository pursuant to Multilateral Instrument 96-101 *Trade Repositories and Derivatives Data Reporting* ("MI 96-101"), and
- the OSC's use of such data.

**DEFINITIONS**

For the purposes of this Arrangement:

- 1(1) "Partner Jurisdiction data" means data related to a local counterparty of the Partner Jurisdiction that is held at a recognized trade repository and is reportable pursuant to Part 3 of MI 96-101, and includes any documents, analysis and reports generated by the OSC for the Partner Jurisdiction exclusively using that data.
- 1(2) "OSC data" means data related to an Ontario local counterparty that is held at a recognized trade repository that is reportable pursuant to Part 3 of OSC 91-507, and includes any documents, analysis and reports generated by the OSC exclusively using that data and/or using that data commingled with Partner Jurisdiction data as permitted under section 5 of this Arrangement.

**APPOINTMENT OF AGENT**

- 2(1) The Partner Jurisdiction appoints the OSC to act as agent of the Partner Jurisdiction for the purpose of accessing, collecting, storing, analysing and reporting on Partner Jurisdiction data.
- 2(2) The Partner Jurisdiction and OSC will act in compliance with applicable laws in respect of matters under this Arrangement.

**SCOPE OF ACTIVITIES UNDERTAKEN ON BEHALF OF THE PARTNER JURISDICTION**

- 3(1) The OSC agrees to access and collect Partner Jurisdiction data from a recognized trade repository and to store the data on behalf of the Partner Jurisdiction.
- 3(2) The OSC agrees to provide the Partner Jurisdiction with regular market, participant and product reports on the Partner Jurisdiction data, the frequency, content and format of which will be mutually agreed upon from time to time by both parties.
- 3(3) In the event the Partner Jurisdiction or the OSC wants to make changes to the activities undertaken by the OSC on its behalf, the changes will be discussed and mutually agreed upon in writing by the parties.
- 3(4) The OSC will not charge fees for the activities undertaken under this Arrangement. In the event that the Partner Jurisdiction requests special or non-standard reports, the customized treatment of data or increased data capabilities, the OSC will determine the incremental costs of undertaking such activities and the parties will agree to a reasonable fee.

### **INTELLECTUAL PROPERTY**

- 4(1) The Partner Jurisdiction owns and retains all right, title and interest (including intellectual property rights) in and to the Partner Jurisdiction data.
- 4(2) The OSC owns and retains all right, title and interest (including intellectual property rights) in and to OSC data.
- 4(3) The OSC may access and use Partner Jurisdiction data to undertake the activities on behalf of the Partner Jurisdiction and as otherwise permitted under Section 5. The OSC will own any data models and the format of any reports it generates for the Partner Jurisdiction under this Arrangement, but not the content.

### **OSC USE OF PARTNER JURISDICTION DATA AND OSC DATA**

- 5(1) The Partner Jurisdiction agrees that the OSC may access, collect, store, perform quality analysis, commingle and use Partner Jurisdiction data in connection with the fulfillment of its regulatory mandate, including but not limited to market and product analysis, policy development, and systemic risk assessment.
- 5(2) The Partner Jurisdiction agrees that the OSC may also use and disclose the Partner Jurisdiction data collected hereunder for enforcement purposes where appropriate. In these circumstances, the OSC will provide a minimum of three (3) business days' notice to the Partner Jurisdiction prior to the commencement of any administrative proceedings under the *Ontario Securities Act* or the *Commodity Futures Act*, quasi-criminal proceedings or criminal proceedings.
- 5(3) For greater certainty, no restrictions apply and no reasonable notice is required to be given to the Partner Jurisdiction in respect of the OSC's use of OSC data.

### **CONFIDENTIALITY AND FREEDOM OF INFORMATION REQUESTS**

- 6(1) Except as may be required or permitted by law, or as contemplated by subsections 5(1) and 5(2), or otherwise with the consent of the Partner Jurisdiction, and subject to what is already public information, the OSC agrees to keep Partner Jurisdiction Data in confidence, including for greater certainty individual transaction data or data that identifies individual counterparties or transactions, both during the period of this Arrangement and at any time after.
- 6(2) Subject to section 5 and subsection 6(1), the OSC agrees not to disclose Partner Jurisdiction data to any third party without the prior written consent of the Partner Jurisdiction, both during the period of this Arrangement and at any time after.
- 6(3) The Partner Jurisdiction acknowledges that freedom of information legislation in Ontario applies to and governs all records in the custody or under the control of the OSC. In the event that the OSC receives an information request that relates to Partner Jurisdiction data or enforcement files related to Partner Jurisdiction data, the OSC will notify the Partner Jurisdiction and will not disclose any information related to the request unless required to do so by law.

### **DATA SECURITY**

- 7(1) The OSC agrees to hold and transmit Partner Jurisdiction data in a secure manner and in accordance with its own standards, policies and procedures.
- 7(2) The OSC agrees to restrict access to Partner Jurisdiction data to OSC personnel who require access to such data for the purpose of undertaking the activities on behalf of the Partner Jurisdiction in accordance with this Arrangement, or for another regulatory or enforcement purpose permitted under this Arrangement.
- 7(3) The OSC will advise the Partner Jurisdiction as soon as reasonably possible in the event there is a data security breach related to Partner Jurisdiction data.

### **TERMINATION**

- 8(1) Any party may terminate its participation in this Arrangement upon giving ninety (90) business days' notice in writing to the other parties.
- 8(2) Upon termination of this Arrangement, the OSC must transfer and deliver to the Partner Jurisdiction all Partner Jurisdiction data.

- 8(3) Following termination of this Arrangement and upon the Partner Jurisdiction's written request, the OSC must destroy all Partner Jurisdiction data in its possession or under its control. For greater certainty, the OSC will retain OSC data in accordance with its own records retention requirements.

**NOTICE**

- 9(1) Any notice under this Arrangement must be in writing and be delivered personally to the party to whom it is given or sent by courier, by prepaid registered mail, or by electronic mail, addressed as follows:

To the FCNB:

**Financial and Consumer Services Commission**  
85 Charlotte Street, Suite 300  
Saint John, N.B. E2L 2J2  
Attention: Kevin Hoyt, Executive Director, Securities  
Tel: (506) 643-7691  
E-mail: kevin.hoyt@fcnb.ca

To the OSC:

**Ontario Securities Commission**  
20 Queen Street East, 22nd Floor  
Toronto, O.N. M5H 3S8  
Attention: Kevin Fine, Director of Derivatives  
Tel: (416) 593-8109  
E-mail: Kfine@osc.gov.on.ca

**EFFECTIVE DATE**

- 10(1) Cooperation in accordance with this Arrangement will begin on the date shown on the first page of the Arrangement.

Financial and Consumer Services Commission

Ontario Securities Commission

**Per:** "Rick Hancox"

"Maureen Jensen"

Rick Hancox, Chief Executive Officer

Maureen Jensen, Chair

**Date:** 20 Dec 2016

**Date:** Jan 9/17

**ARRANGEMENT REGARDING THE  
ACCESS, COLLECTION, STORAGE AND USE OF DERIVATIVES DATA**

This Arrangement is made as of the 23 day of December 2016 (the "Effective Date").

**BETWEEN:**

**Financial and Consumer Affairs Authority of Saskatchewan ("Partner Jurisdiction")**

– and –

**Ontario Securities Commission ("OSC")**

**PURPOSE**

The purpose of this Arrangement is to set out the understanding between the Partner Jurisdiction and the OSC with respect to

- the OSC's role in acting as agent for the Partner Jurisdiction for the purposes of accessing, collecting, storing, analysing and reporting on data reported to a recognized trade repository pursuant to Multilateral Instrument 96-101 *Trade Repositories and Derivatives Data Reporting* ("MI 96-101"), and
- the OSC's use of such data.

**DEFINITIONS**

For the purposes of this Arrangement:

- 1(1) "Partner Jurisdiction data" means data related to a local counterparty of the Partner Jurisdiction that is held at a recognized trade repository and is reportable pursuant to Part 3 of MI 96-101, and includes any documents, analysis and reports generated by the OSC for the Partner Jurisdiction exclusively using that data.
- 1(2) "OSC data" means data related to an Ontario local counterparty that is held at a recognized trade repository that is reportable pursuant to Part 3 of OSC 91-507, and includes any documents, analysis and reports generated by the OSC exclusively using that data and/or using that data commingled with Partner Jurisdiction data as permitted under section 5 of this Arrangement.

**APPOINTMENT OF AGENT**

- 2(1) The Partner Jurisdiction appoints the OSC to act as agent of the Partner Jurisdiction for the purpose of accessing, collecting, storing, analysing and reporting on Partner Jurisdiction data.
- 2(2) The Partner Jurisdiction and OSC will act in compliance with applicable laws in respect of matters under this Arrangement.

**SCOPE OF ACTIVITIES UNDERTAKEN ON BEHALF OF THE PARTNER JURISDICTION**

- 3(1) The OSC agrees to access and collect Partner Jurisdiction data from a recognized trade repository and to store the data on behalf of the Partner Jurisdiction.
- 3(2) The OSC agrees to provide the Partner Jurisdiction with regular market, participant and product reports on the Partner Jurisdiction data, the frequency, content and format of which will be mutually agreed upon from time to time by both parties.
- 3(3) In the event the Partner Jurisdiction or the OSC wants to make changes to the activities undertaken by the OSC on its behalf, the changes will be discussed and mutually agreed upon in writing by the parties.
- 3(4) The OSC will not charge fees for the activities undertaken under this Arrangement. In the event that the Partner Jurisdiction requests special or non-standard reports, the customized treatment of data or increased data capabilities, the OSC will determine the incremental costs of undertaking such activities and the parties will agree to a reasonable fee.

### **INTELLECTUAL PROPERTY**

- 4(1) The Partner Jurisdiction owns and retains all right, title and interest (including intellectual property rights) in and to the Partner Jurisdiction data.
- 4(2) The OSC owns and retains all right, title and interest (including intellectual property rights) in and to OSC data.
- 4(3) The OSC may access and use Partner Jurisdiction data to undertake the activities on behalf of the Partner Jurisdiction and as otherwise permitted under Section 5. The OSC will own any data models and the format of any reports it generates for the Partner Jurisdiction under this Arrangement, but not the content.

### **OSC USE OF PARTNER JURISDICTION DATA AND OSC DATA**

- 5(1) The Partner Jurisdiction agrees that the OSC may access, collect, store, perform quality analysis, commingle and use Partner Jurisdiction data in connection with the fulfillment of its regulatory mandate, including but not limited to market and product analysis, policy development, and systemic risk assessment.
- 5(2) The Partner Jurisdiction agrees that the OSC may also use and disclose the Partner Jurisdiction data collected hereunder for enforcement purposes where appropriate. In these circumstances, the OSC will provide a minimum of three (3) business days' notice to the Partner Jurisdiction prior to the commencement of any administrative proceedings under the *Ontario Securities Act* or the *Commodity Futures Act*, quasi-criminal proceedings or criminal proceedings.
- 5(3) For greater certainty, no restrictions apply and no reasonable notice is required to be given to the Partner Jurisdiction in respect of the OSC's use of OSC data.

### **CONFIDENTIALITY AND FREEDOM OF INFORMATION REQUESTS**

- 6(1) Except as may be required or permitted by law, or as contemplated by subsections 5(1) and 5(2), or otherwise with the consent of the Partner Jurisdiction, and subject to what is already public information, the OSC agrees to keep Partner Jurisdiction Data in confidence, including for greater certainty individual transaction data or data that identifies individual counterparties or transactions, both during the period of this Arrangement and at any time after.
- 6(2) Subject to section 5 and subsection 6(1), the OSC agrees not to disclose Partner Jurisdiction data to any third party without the prior written consent of the Partner Jurisdiction, both during the period of this Arrangement and at any time after.
- 6(3) The Partner Jurisdiction acknowledges that freedom of information legislation in Ontario applies to and governs all records in the custody or under the control of the OSC. In the event that the OSC receives an information request that relates to Partner Jurisdiction data or enforcement files related to Partner Jurisdiction data, the OSC will notify the Partner Jurisdiction and will not disclose any information related to the request unless required to do so by law.

### **DATA SECURITY**

- 7(1) The OSC agrees to hold and transmit Partner Jurisdiction data in a secure manner and in accordance with its own standards, policies and procedures.
- 7(2) The OSC agrees to restrict access to Partner Jurisdiction data to OSC personnel who require access to such data for the purpose of undertaking the activities on behalf of the Partner Jurisdiction in accordance with this Arrangement, or for another regulatory or enforcement purpose permitted under this Arrangement.
- 7(3) The OSC will advise the Partner Jurisdiction as soon as reasonably possible in the event there is a data security breach related to Partner Jurisdiction data.

### **TERMINATION**

- 8(1) Any party may terminate its participation in this Arrangement upon giving ninety (90) business days' notice in writing to the other parties.
- 8(2) Upon termination of this Arrangement, the OSC must transfer and deliver to the Partner Jurisdiction all Partner Jurisdiction data.

- 8(3) Following termination of this Arrangement and upon the Partner Jurisdiction's written request, the OSC must destroy all Partner Jurisdiction data in its possession or under its control. For greater certainty, the OSC will retain OSC data in accordance with its own records retention requirements.

**NOTICE**

- 9(1) Any notice under this Arrangement must be in writing and be delivered personally to the party to whom it is given or sent by courier, by prepaid registered mail, or by electronic mail, addressed as follows:

To the FCAA

**Financial and Consumer Affairs Authority of Saskatchewan**

Suite 601-1919 Saskatchewan Drive  
Regina, SK S4P 4H2  
Attention: Dean Murrison, Director, Securities Division  
Tel: (306) 787-5645  
E-mail: Dean.Murrison@gov.sk.ca

To the OSC:

**Ontario Securities Commission**

20 Queen Street East, 22nd Floor  
Toronto, O.N. M5H 3S8  
Attention: Kevin Fine, Director of Derivatives  
Tel: 416-593-8109  
E-mail: Kfine@osc.gov.on.ca

**EFFECTIVE DATE**

- 10(1) Cooperation in accordance with this Arrangement will begin on the date shown on the first page of the Arrangement.

Financial and Consumer Affairs Authority of Saskatchewan

Ontario Securities Commission

**Per:** "Roger Sobotkiewicz"

"Maureen Jensen"

Roger Sobotkiewicz, Chair

Maureen Jensen, Chair

**Date:** Dec. 22, 2016

**Date:** Jan 9/17

**ARRANGEMENT REGARDING THE  
ACCESS, COLLECTION, STORAGE AND USE OF DERIVATIVES DATA**

This Arrangement is made as of the 23rd day of December, 2016 (the "Effective Date").

**BETWEEN:**

**Nova Scotia Securities Commission ("Partner Jurisdiction")**

– and –

**Ontario Securities Commission ("OSC")**

**PURPOSE**

The purpose of this Arrangement is to set out the understanding between the Partner Jurisdiction and the OSC with respect to

- the OSC's role in acting as agent for the Partner Jurisdiction for the purposes of accessing, collecting, storing, analysing and reporting on data reported to a recognized trade repository pursuant to Multilateral Instrument 96-101 *Trade Repositories and Derivatives Data Reporting* ("MI 96-101"), and
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**NOTICE**

- 9(1) Any notice under this Arrangement must be in writing and be delivered personally to the party to whom it is given or sent by courier, by prepaid registered mail, or by electronic mail, addressed as follows:

To the Nova Scotia Securities Commission:

**Nova Scotia Securities Commission**

Suite 400, Duke Tower  
5251 Duke Street  
Halifax, N.S. B3J 2P8  
Attention: H. Jane Anderson, Director, Policy and Market Regulation  
Tel: 902-424-2336  
E-mail: jane.anderson@novascotia.ca

To the OSC:

**Ontario Securities Commission**

20 Queen Street East, 22nd Floor  
Toronto, O.N. M5H 3S8  
Attention: Kevin Fine, Director of Derivatives  
Tel: 416-593-8109  
E-mail: Kfine@osc.gov.on.ca

**EFFECTIVE DATE**

- 10(1) Cooperation in accordance with this Arrangement will begin on the date shown on the first page of the Arrangement.

Nova Scotia Securities Commission

**Per:** "Paul E. Radford"

Paul E. Radford, Q.C., Chair

**Date:** Dec. 22/16

Ontario Securities Commission

**Per:** "Maureen Jensen"

Maureen Jensen, Chair

**Date:** Jan 9/17