

NON-BINDING

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**RESOURCE PRODUCTIVITY AND RECOVERY AUTHORITY
(the "Authority")**

AND

**HIS MAJESTY THE KING in Right of Ontario as represented
by THE MINISTER OF THE ENVIRONMENT, CONSERVATION
AND PARKS (the "Ministry")**

**HEREAFTER REFERRED TO INDIVIDUALLY AS A "PARTY"
AND COLLECTIVELY AS THE "PARTIES"**

1. Introduction

1.1 The purpose of this memorandum of understanding (MOU) is to:

- 1.1.1 Set out the relationship between the Ministry of the Environment, Conservation and Parks (the “ministry”) and the Resource Productivity and Recovery Authority (the “Authority”) with respect to the Hazardous Waste Program Registry.
- 1.1.2 Clarify the roles and responsibilities of the ministry and the Authority in the operation of the Hazardous Waste Program Registry.
- 1.1.3 Set out the expectations for the operational, administrative, financial, working and reporting requirements of the Hazardous Waste Program Registry between the Authority and the ministry.
- 1.1.4 Promote openness and transparency to serve the public interest.

1.2 This MOU should be read together with the [Resource Recovery and Circular Economy Act, 2016](#) (RRCEA) and the Operating Agreement between the Minister and the Chair of the Authority (operating agreement). This MOU does not affect, modify, or limit the powers of the Minister or the Authority as set out in the RRCEA or interfere with the responsibilities of either parties as established by law. In the case of a conflict between this MOU and the operating agreement or any Act or regulation, the operating agreement, Act, or regulation prevails.

2. Definitions

In this MOU, words and expressions have the meanings identified in the operating agreement. Additionally:

- a. “Hazardous Waste Program Registry” or “Registry” means the portion of the Registry that is established, maintained and operated by the Registrar of the Authority pursuant to Section 50 of the RRCEA that relates to [R.R.O. 1990, Regulation 347: General – Waste Management under the Environmental Protection Act, R.S.O. 1990](#) and the corresponding mobile application known as ‘HazTrack’.
- b. “Hazardous Waste Regulation” means *Ontario Regulation 347: General – Waste Management made under the Environmental Protection Act, R.S.O. 1990*.
- c. “Parties” means the Authority and the ministry.
- d. “Program” means Ontario’s Hazardous Waste program as set out in *Ontario Regulation 347: General – Waste Management made under the Environmental Protection Act, R.S.O. 1990* and [Ontario Regulation 323/22: Subject Waste Program](#) under the RRCEA.

- e. "Regulated persons" means a person, including generators, carriers, and receivers of subject waste required to report under and comply with the requirements of the Hazardous Waste Regulation.
- f. "Required information" means information required to be reported under the Hazardous Waste Regulation, including requirements specified in the ["Registration guidance manual for generators of liquid industrial and hazardous waste"](#).
- g. "Subject Waste Program regulation" means [Ontario Regulation 323/22: Subject Waste Program](#) under the RRCEA.

3. Roles and responsibilities of the parties

3.1 The parties will:

- 3.1.1** Meet periodically (at least quarterly), to review operational and user matters, discuss feedback received from regulated persons and other Registry users, discuss potential Registry changes and enhancements, and assess progress, timelines and deliverables on these matters. These meetings will be coordinated by the Authority, in consultation with the ministry.

3.2 The Authority will:

- 3.2.1** Operate and maintain the Registry, including a web-based portal, dedicated ministry portal, and the HazTrack mobile application.
- 3.2.2** Develop and document internal business processes outlining the responsibilities of the different parties related to the operation of the Registry and ensure they are updated to reflect any changes that may arise.
- 3.2.3** Assess and respond to inquiries from regulated persons, the public, and other Registry users related to the Registry and the Haz Track mobile application, and registry and program fees.

3.3 The ministry will:

- 3.3.1** Maintain full responsibility for compliance, enforcement and policy activities related to the Program.
- 3.3.2** Respond to regulated persons, and the public on matters related to Ontario legislation and regulations and other ministry functions.
- 3.3.3** Edit, add or remove Ontario Environmental Compliance Approval numbers for carriers and receivers, and other jurisdictional approval numbers for out of province receivers, into the Registry.

3.3.4 Assess and respond to certain Registry submissions and information requests, including requested changes to required information stored in the Registry (e.g., waste class/characterization changes, inaccurate generator/carrier/receiver numbers, void manifests due to inaccurate waste type, significant date discrepancies, multiple changes to a manifest without adequate explanation, etc.) received by the Authority or the ministry.

4. Changes and Enhancements to the Registry

4.1 Both parties will document proposed Registry changes and enhancements and present them for discussion including but not limited to:

4.1.1 Addressing feedback received from regulated persons and other Registry users.

4.1.2 Compliance, enforcement, and other operational work.

4.2 The ministry may direct the Authority to make changes and enhancements to the Registry to accommodate regulatory and legislative amendments, including the “Registration guidance manual for generators of liquid industrial and hazardous waste.” The ministry must provide sufficient time to accommodate planning, development, and implementation before the amendments take effect.

4.2.1 The Authority will assess all changes and enhancements proposed or directed by the ministry by providing the ministry with analysis on how a change or enhancement can be implemented, provide an estimated cost, and schedule of work.

5. Registry Performance and Effectiveness

5.1 The Authority will:

5.1.1 Coordinate and execute activities related to Registry changes and enhancements and Registry support, such as needs identification, system testing, notification to and training of Registry users.

5.1.2 Develop, implement and maintain disaster recovery measures, business continuity procedures complete with contingency plans, established targets related to outages and downtime, both planned and unplanned, and endeavor to minimize disruptions to users’ ability to access the Registry.

5.1.3 Document, track and present to the ministry for review and awareness any feedback and/or complaints received from regulated persons and other Registry users and the broader public gathered through consultations, outreach, and engagements.

5.1.4 Investigate, assess and address reported system issues or bugs reported by regulated persons or the ministry.

- 5.1.5 Ensure that the mobile application, HazTrack, remains compliant with Google Play Store and Apple App Store policies.
- 5.1.6 Provide a toll-free telephone number and email address where regulated persons, the public, and other Registry users can communicate with and receive support from the Authority or representatives of the Authority.
- 5.1.7 Ensure the Registry is compliant with the [Accessibility for Ontarians with Disabilities Act, 2005](#) including any new or adjusted content and features.
- 5.1.8 Develop performance measures for the purpose of evaluating whether the Registry is operating effectively and efficiently, and to identify continuous improvement opportunities for the Registry, including developing customer service standards to evaluate and support customer service.
- 5.1.9 Deliver the Registry and associated services such as managing inquiries from regulated persons, the public, and other Registry users in a manner that meets or exceeds its customer service standards and, in the absence of such customer service standards, endeavor to meet those set out by the Ontario Public Service.
- 5.1.10 Report publicly on meeting the targets set out in the Authority's customer service standards on an annual basis through the Authority's annual report and/or elsewhere on its website as appropriate.

6. Costs of the Registry

- 6.1 The ministry acknowledges that the Authority paid for the development and operation of the Registry and that the ministry does not own the Registry.
- 6.2 The Authority is responsible for all costs including:
 - 6.2.1 Establishing, maintaining, modifying and operating the Registry consistent with applicable legal requirements.
 - 6.2.2 Supervisory, human resource management, financial management, and other administrative costs of the Registry.
 - 6.2.3 Information and technology support for ongoing and unplanned costs including but not limited to hardware, software and licensing.

7. Creation, collection, maintenance and disposition of records

- 7.1 The Authority will:
 - 7.1.1 Securely handle and store information collected through the Registry as outlined in its privacy and access code.
 - 7.1.2 Provide a secure data transfer of any data reported by or on behalf of regulated persons submitted through the Registry upon request by the ministry including confirmation of receipt and an estimated delivery date.

- 7.1.3 Forward to the ministry any paper forms improperly submitted to the Authority related to regulatory reporting for the Hazardous Waste Regulation.
- 7.1.4 Prepare and provide certified records upon request by the ministry including confirmation of receipt and an estimated delivery date.
- 7.1.5 Retain all data and information on the Registry as long as the Registry exists.
- 7.1.6 At such time that the Authority no longer operates the Registry, all data and information collected in the Registry since its onset will be transferred to the ministry, as part of the Authority's disposition of records.
- 7.1.7 Make changes to information submitted by the regulated community only with the express consent of the person submitting the information.
- 7.1.8 Make changes to Registry user account information that is not regulatory information, only with the express consent of the account holder.

8. Communications and confidentiality

- 8.1 The Authority will provide educational material and opportunities to support efficient and consistent use of the Registry by regulated persons and other users.
- 8.2 The Authority will direct questions to the ministry that are related to Ontario legislation and regulations and other ministry functions, with the exception of those questions that the parties agree can be answered by pre-approved messaging provided by the ministry to the Authority.
- 8.3 The parties will inform each other in advance of their plans for news releases and publications related to the Registry and/or the broader Program prior to such communications being released to the public. The party undertaking the communication will endeavor to disclose such materials to the other party at least seven days prior to the communication being released to the public, unless expedited communications are required, in which case the communication materials should be shared as soon as possible. The receiving party will treat and maintain these materials as confidential until released publicly by the party undertaking the communication.
- 8.4 The parties will coordinate communications to regulated persons related to the use of the Registry. The Authority will have the responsibility of communicating to regulated persons information about the Registry. The ministry will have the responsibility of communicating to regulated persons information about the Program's legislation, regulations and policies. The parties will collaborate on communications to ensure regulated persons understand their regulatory obligations around why and when to use the Registry.

- 8.5** The Authority and the ministry will treat all meetings, communications and documents disclosed between the parties as confidential except:
- 8.5.1** To the extent that disclosure may be required of a party to fulfil a legal duty or protect or pursue a legal right in legal proceedings before a court or other judicial authority.
 - 8.5.2** With the consent of both parties.
 - 8.5.3** Where such information is otherwise discoverable or is already in the public domain other than as a result of a breach of this clause.

9. Use and protection of data

- 9.1** The Authority will advise the ministry without delay of any circumstances, incidents, or events which to its knowledge have jeopardized or may in future jeopardize:
- 9.1.1** The integrity of stored information related to the Registry.
 - 9.1.2** The security of any computer system or equipment in its custody that is used to store, or access required information for the Registry.
- 9.2** The Authority will investigate all cases of breaches of privacy or security related to the Registry including unauthorized access, collection, use, modification, disclosure, or disposal of required information or with respect to any computer system in its custody, including the cloud or other virtual platforms that are used by the Authority to store or access required information.
- 9.2.1** The Authority will report to the ministry the results of any investigation undertaken and the steps taken to address any issues or concerns about the security and integrity of required information or with respect to any computer systems used to store or access such information.
 - 9.2.2** Breaches of privacy or security as per Section 9.2 of this MOU, will be communicated without delay to the ministry.
- 9.3** The Authority will endeavor to provide the ministry with written notice without delay, of any request for disclosure pursuant to the Authority's Access and Privacy Code or court order for disclosure of required information stored in the Registry.
- 9.4** Termination of the requirement for the Authority to operate and maintain the Registry does not terminate the obligations of the Authority to maintain the security and integrity of required information and to provide storage, access to and transfer of information, for a period ending twelve months after termination or such other period agreed to by the parties.
- 9.5** The Authority shall establish and maintain complete segregation of Registry data from other data that is collected under the Authority's programs, in its databases and servers. The Authority shall also provide any portion of the data from the Registry to the ministry upon request.

9.6 Without limiting any other obligation under this MOU, the Authority shall not, under any circumstances, without the prior express written consent of the ministry:

9.6.1 Alter, delete, or destroy Registry data or data related to the Program.

9.6.2 Access or use data from the Registry or collect data in the Registry, for any purpose other than fulfilling the Authority's duties in respect of the Program.

9.7 The Authority shall provide for adequate back up of data to protect against any loss and shall establish and maintain processes to ensure the authenticity and integrity of data, the preservation and the business value of the data, and the prevention of overwriting of back-up files. Documentary holds can be instituted to preserve the metadata of original documents.

9.8 The Authority shall manage storage of the data and back up files for the Registry, and not move the data without prior express written consent of the ministry and adhering to all other components of the Authority's data retention policy.

9.9 The Authority shall perform periodic audits of internal user access, as outlined in the Authority's business process documentation, such as reviewing accounts and permissions (particularly privileged accounts like system database administrator type accounts with multiple permissions) to ensure permissions are appropriate to their role.

9.10 The Authority shall perform security updates and patches on a regular basis.

9.11 The Authority shall use reasonable efforts to implement standard logging and auditing in alignment with OPS GO-ITS 25.13 Standards.

9.12 The Authority shall perform a security risk assessment and penetration test in the event of significant changes to the Registry. Significant changes may include changes to data sensitivity from low to medium (or higher) or change of cloud platform (from Salesforce/AWS), among others.

10. Effective date, duration and review of the Memorandum of Understanding

10.1 This Memorandum of Understanding becomes effective on the date it is signed by both parties.

10.2 This Memorandum of Understanding may be amended by mutual agreement of the parties and will continue in effect unless it is terminated.

10.3 A review of this Memorandum of Understanding can be initiated by either party through written request to the other party or immediately in the event of a significant change to the Authority's mandate, powers, or governance structure as a result of an amendment to the RRCEA.

11. Electronic signature

11.1 Each of the undersigned acknowledges that providing their name on the applicable line below in electronic form will constitute a signature for the purposes of the [Electronic Commerce Act, 2000, S.O. 2000, c. 17.](#)

IN WITNESS WHEREOF, the parties have executed this MOU on the dates set out below.



Frank Denton
Chief Executive Officer
Resource Productivity and Recovery Authority

February 1, 2024

Date



Andrea Parks
Director (Acting), Program Management Branch
The Ministry of the Environment, Conservation and Parks

February 1, 2024

Date