

August 26, 2025

Hon. Tony Akoak, MLA
Speaker
Legislative Assembly of Nunavut
Box 1200
Iqaluit NU X0A 0H0

Dear Mr. Speaker:

Further to your letter of May 28, 2025, I am pleased to attach my response to the recommendations of the Standing Committee on Oversight of Government Operations and Public Accounts.

Yours sincerely,

Graham Steele
ᐅᐅᐅ / Commissioner / Kamisina / Commissaire

c.c. Hon. George Hickes, MLA, Chair OGOPA
Clerk of the Legislative Assembly



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**Response of the Information and Privacy Commissioner
to the Standing Committee on Oversight of
Government Operations and Public Accounts**

September 2025

Standing Committee Recommendation #1:

The standing committee recommends that the Office of the Information and Privacy Commissioner's annual reports to the Legislative Assembly which are prepared and submitted under section 68 of the Access to Information and Protection of Privacy Act include a budget expenditure summary that is broadly comparable to those which are included in the annual reports of the Chief Electoral Officer, Languages Commissioner and Representative for Children and Youth.

NUIPC Response:

I thank the committee for its recommendation. I have included a budget expenditure summary in my 2024-25 Annual Report.

Standing Committee Recommendation 2:

The standing committee recommends that the Office of the Information and Privacy Commissioner's response to this report include copies of all information-sharing agreements entered into with other federal, provincial and territorial information and privacy commissioners between April 1, 2024 and March 31, 2025.

NUIPC Response:

I have attached a copy of the information-sharing agreement entered into with the Office of the Languages Commissioner in February 2025.

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Standing Committee Recommendation #3:

The standing committee recommends that the Office of the Information and Privacy Commissioner proactively contacts the Office of the Privacy Commissioner of Canada and the Office of the Information Commissioner of Canada to explore appropriate channels of communication between the offices respecting the intergovernmental transfer of devolution data.

NUIPC Response:

This topic was not raised during the hearing. Neither my office nor my federal counterparts have any connection to the devolution process. The intergovernmental transfer of devolution data is an operational matter for the respective governments.

Standing Committee Recommendation #4:

The standing committee recommends that the Office of the Information and Privacy Commissioner's response to this report include a copy of the correspondence that he referenced in his testimony of April 25, 2025.

NUIPC Response:

I have attached a copy of the letter.

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Standing Committee Recommendation #5:

The standing committee recommends that the Office of the Information and Privacy Commissioner's response to this report include copies of presentation materials provided at the 2021, 2022, 2023 and 2024 annual meetings of Canada's federal, provincial and territorial information and privacy commissioners and ombuds concerning the subject of Indigenous perspectives on privacy.

NUIPC Response:

FPT meetings of the information and privacy commissioners are held in-camera. Presentations made to the meetings are confidential. If there is a specific presentation in which the committee is interested, I can provide contact information for the presenter, who could then decide if they are willing to release a copy of their presentation.

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MEMORANDUM OF UNDERSTANDING

BETWEEN

The INFORMATION AND PRIVACY COMMISSIONER appointed under the
Access to Information and Protection of Privacy Act, C.S.Nu., c. A-20

AND

The LANGUAGES COMMISSIONER appointed under section 16(1) of the
Official Languages Act, S.Nu. 2008, c. 10

WHEREAS the OLC and the NUIPC are independent offices of the Nunavut
Legislative Assembly;

WHEREAS the OLC's mandate is to promote and safeguard the language rights of
Nunavummiut enshrined in Nunavut's language legislation;

WHEREAS, in addition to their statutory aims and duty, the OLC's wider vision is
for Nunavut's official languages to be central to everyday life in Nunavut and to
be used to a greater degree wherever possible;

WHEREAS the OLA provides that individuals may communicate with and receive
services from the Government of Nunavut and its public agencies, the Legislative
Assembly and its institutions, Nunavut courts and (if there is significant demand)
municipalities in the official language of their choice,

WHEREAS the ILPA provides that individuals are able to communicate with and
receive services from the Government of Nunavut and its public agencies, the
Legislative Assembly and its institutions, Nunavut courts, municipalities, private
sector organizations and federal departments, agencies and institutions in the
Inuit language;

WHEREAS the OLC reviews any possible breach of the language legislation by territorial institutions, municipalities, private sector organizations and federal departments, agencies and institutions, and the OLC can investigate, make findings and reports, mediate settlements and propose measures to redress language rights violations;

WHEREAS the NUIPC's mandate under the ATIPPA is to provide oversight of access to information and protection of privacy among public bodies in Nunavut, and includes investigation of data security and privacy breaches by public bodies;

WHEREAS there may be a need for sharing of information between the OLC and the NUIPC where there is overlap between their respective mandates:

The OLC and the NUIPC now agree to the following protocol for the sharing of information between their respective offices.

DEFINITIONS

1. In this Agreement,

"ATIPPA" means the *Access to Information and Protection of Privacy Act*, C.S.Nu., c. A-20;

"NUIPC" means the Office of the Information and Privacy Commissioner of Nunavut, and includes the Commissioner and their staff;

"NUIPC Information" means information received by NUIPC in the performance of their duties;

"ILPA" means the *Inuit Language Protection Act*, S.Nu. 2008, c. 17;

"OLA" means the *Official Languages Act*, S.Nu. 2008, c. 10;

"OLC" means the Office of the Languages Commissioner, and includes the Commissioner and their staff.

"OLC Information" means information received by the OLC in the performance of their duties.

DISCLOSURE

2. (1) Subject to section 3, the NUIPC may disclose NUIPC Information to the OLC if
 - (a) the disclosure is necessary to further an investigation by the NUIPC or to establish grounds for conclusions and recommendations made in a report issued in the exercise of a power or the performance of a duty of the NUIPC, or
 - (b) the OLC requires the information to carry out the OLC's duties and to exercise the OLC's powers.
2. (2) Subject to section 3, the OLC may disclose OLC Information to the NUIPC if
 - (a) the disclosure is necessary to further a review by the OLC or to establish grounds for conclusions and recommendations made in a report under the OLA or the ILPA, or
 - (b) the NUIPC considers the information relevant to a concern under investigation by the NUIPC

LIMITS ON DISCLOSURE

3. (1) The NUIPC will not disclose NUIPC Information that is subject to solicitor-client privilege, and the OLC will not disclose OLC Information that is subject to solicitor-client privilege, unless
 - (a) the disclosing party has expressly chosen to waive solicitor-client privilege over the information in question, or
 - (b) the information is disclosed in furtherance of a common interest shared by the NUIPC and the OLC.
3. (2) The NUIPC will not disclose more information to the OLC than is necessary for a purpose contemplated in section 2(1) of this agreement, and the OLC will not disclose more information to the NUIPC than is necessary for a purpose contemplated in section 2(2) of this agreement.

3. (3) Subject to subsections (4) and (5), the NUIPC will remove individual names and other identifying information from documents to be shared with the OLC, and the OLC will remove individual names and other identifying information from documents to be shared with the NUIPC.

3. (4) The NUIPC may disclose names or other identifying information to the OLC if

(a) the disclosure is necessary to further a review by the NUIPC or to establish grounds for conclusions and recommendations made in a report under the ATIPPA, or

(b) the OLC considers the information relevant to an issue under investigation by the OLC.

3. (5) The OLC may disclose names or other identifying information to the NUIPC if

(a) the disclosure is necessary to further a review by the OLC or to establish grounds for conclusions and recommendations made in a report under the OLA or the ILPA, or

(b) the NUIPC considers the information relevant to an issue under investigation by the NUIPC.

PROTECTION OF INFORMATION

4. The NUIPC will keep OLC Information confidential, and the OLC will keep NUIPC Information confidential, by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal.

USE OF INFORMATION

5. The NUIPC will only use OLC Information for the purpose of fulfilling the NUIPC's mandate or assisting in the OLC's mandate, and the OLC will only use NUIPC Information for the purpose of fulfilling the OLC's mandate or assisting in the NUIPC's mandate.

GENERAL

6. (1) This Agreement may be modified by the written and signed agreement of the parties. The NUIPC and the OLC will review this Agreement at least once every two years with a view to proposing amendments or terminating the Agreement pursuant to subsection 6(6).

6. (2) If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance is held to be unenforceable or invalid, then that term, covenant or conditions shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding on the parties.

6. (3) This Agreement shall enure to and be binding upon the parties and their respective successors and permitted assigns.

6. (4) This Agreement may be executed in counterparts, each of which shall be deemed an original but which together are one agreement.

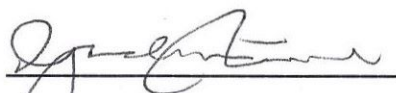
6. (5) This Agreement shall be governed by the laws of Nunavut.

6. (6) A party may terminate this Agreement upon 30 days' written notice to the other party.

6. (7) The Agreement is effective as of the date both parties have signed it.

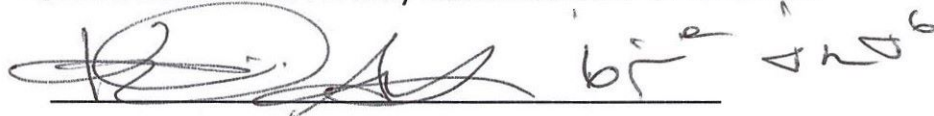
IN WITNESS WHEREOF, the parties hereto have signed at the places and on the dates set out below.

SIGNED on February 18, 2024, at Iqaluit, Nunavut.



Graham Steele

Information and Privacy Commissioner of Nunavut



Karliin Ariak

Languages Commissioner

(3) IM/IT worked to complete stakeholder interviews throughout the reorganization process and determined ownership and permission needs of our clients while also ensuring appropriate vertical and horizontal access controls.

These three important lessons will help inform the establishment of future processes to define and control file access in an increasingly systematic manner.

Privacy Role:

Our department is committed to advancing privacy compliance within the GN and incorporate privacy considerations and best practices into the design of every new initiative. To accomplish this the department is working to establish a bilateral privacy program with key roles in both policy & privacy program development and corporate system architecture. Both roles approach different tasks and require different skills sets, yet both contribute to the development of an effective program. The impact of these two roles is both visible in the development of training, policy, and process development and less visible but still salient in the form of technical configurations and the design of IM/IT based systems.

Training of Personnel:

On April 30, 2025, a mandatory Records and Information Management (RIM) Awareness training program will be launched on the IM/IT Security Awareness Training platform. This training is a requirement of the new RIM policy and compliance will be monitored.

In addition to RIM training the department is also making available a generalized version of the privacy training we committed to developing in our November 2022 response letter. This training has been reviewed and endorsed for GN wide release by our partners at Executive and Intergovernmental Affairs. These trainings, along with Security Awareness Training, emphasize the importance of protecting personal information and reporting any real, perceived, or anticipated breaches.

In closing, I would like to thank you for the invaluable contributions and guidance to privacy protection across the GN. I would like to reaffirm the department's commitment to best protecting the records entrusted to us.

Sincerely,


Kyle Seeley

Kyle Seeley
Deputy Minister, Transportation and Infrastructure Nunavut

Cc: David Joanase, Minister, Transportation and Infrastructure Nunavut
Anna Fowler, Deputy Minister, Executive and Intergovernmental Affairs
Dean Wells, Corporate Chief Information Officer, Transportation and Infrastructure
Nunavut
Brad McFaul, Policy, Transportation and Infrastructure Nunavut