

THE CANADIAN DRIVER LICENCE AGREEMENT

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THE CANADIAN DRIVER LICENCE AGREEMENT

IS MADE AND ENTERED INTO this 1st day of January, 2019 by and between

The Government of Ontario herein represented by the Minister of Transportation

and

The Government of Québec herein represented by le Ministre des Transports, de la Mobilité durable et de l'Électrification des Transports and le Ministre délégué aux Affaires intergouvernementales canadiennes

and

The Government of Nova Scotia herein represented by the Minister of the Department of Transportation and Infrastructure Renewal

and

The Government of New Brunswick herein represented by the Minister of Justice and Public Safety

and

The Government of British Columbia herein represented by the Minister of Transportation and Infrastructure and the Minister of Public Safety and Solicitor General

and

The Government of Manitoba herein represented by the Minister of Infrastructure

and

The Government of Prince Edward Island herein represented by the Minister of Transportation, Infrastructure and Energy

and

The Government of Saskatchewan herein represented by the Minister Responsible for Saskatchewan Government Insurance

and

The Government of Alberta herein represented by the Minister of Transportation and the Executive Council of Intergovernmental Relations

and

The Government of Newfoundland and Labrador herein represented by the Minister of Service NL and the Minister of Intergovernmental Affairs

and

The Government of Yukon herein represented by the Minister of Highways and Public Works

and

The Government of Northwest Territories herein represented by the Minister of Transportation

and

The Government of Nunavut herein represented by Minister of Economic Development and Transportation

(hereinafter individually referred to as “Party” and collectively referred to as “the Parties”).

PREAMBLE

WHEREAS the Parties to this Canadian Driver Licence Agreement (the “Agreement”) seek to strengthen cooperation among the Parties, to harmonize the control of the issuance of Driver Licences, and to improve highway safety in each jurisdiction;

AND WHEREAS the Parties to the Agreement intend:

1. To implement the one driver, one Driver Licence, one Driver Control Record concept;
2. To ascertain the true identity of a person to whom a Driver Licence is issued;
3. To secure the Licence document itself to reduce fraud;
4. To promote reciprocity among all the Parties concerning the exchange of information respecting driver Licence records;
5. To further highway safety by treating analogous convictions and Administrative Actions that occurred in another Party’s jurisdiction as if they had occurred in the Jurisdiction of Record;

6. To facilitate the exchange of a Driver Licence for individuals moving to another Party's jurisdiction; and
7. To promote compliance with traffic laws and improve highway safety.

Now, therefore, acting by and through their respective Ministers pursuant to and in conformity with their respective laws as amended from time to time, the Parties to the Agreement hereby agree as follows:

ARTICLE 1: DEFINITIONS

- 1.1 In this Agreement, the following terms have the meanings set out in this Article:

“Administrative Action(s)” means a final Administrative Action resulting in a Withdrawal of a Driver Licence or privilege to drive a motor vehicle.

“Administrative Guide” means the document created and maintained by the Board which shall contain administrative best practices, the Jurisdictions' procedures, equivalency tables, and technical definitions, and other supporting administrative documents that may be used to aid implementation and administration of this Agreement, attached hereto as Schedule A and amended from time.

“Administrator” means the official or other authorized entity of a Party charged with administering the provisions of this Agreement.

“Agent” means one who is authorized to act for or in place of a Party.

“Agreement” means this agreement, any schedules attached hereto, and any other document incorporating or made pursuant to this agreement, but does not include the Administrative Guide.

“Applicant” means a person who has applied for a Driver Licence or Identification Card.

“Board” or “CCMTA Board” means the Canadian Council of Motor Transport Administrators Board of Directors excluding Transport Canada.

“CCMTA” means the Canadian Council of Motor Transport Administrators.

“Conviction Equivalency Table” or “CET” means the list of Convictions and Administrative Actions used for implementing Articles 2, 4, and 5, which is developed and maintained by the CCMTA.

“Conviction” or **“Convicted”** includes an admission of guilt, finding of guilt or the voluntary payment of a fine for an offence mentioned under Article 2.

“Driver Control Record” means the document maintained by the Jurisdiction of Record exchanged with other parties pursuant to this Agreement.

“Driver Licence” or **“Licence”** means a valid Licence Issued by any of the Parties under the laws of said Party which enables the holder to operate a Motor Vehicle on a public highway.

“Identification Card” means a card Issued by a licensing authority of a Party for identification purposes but not a Licence.

“Identification Verification Process” means the process, which meets or exceeds the standards set out by the CCMTA, used by a licensing authority to confirm the true identity of an Applicant for the purposes of issuing a Driver Licence or Identification Card.

“Issuance” or **“Issue”** means the granting of a Driver Licence or Identification Card by a licensing authority to a person.

“Jurisdiction” means a Canadian province or territory.

“Jurisdiction of Record” means the Party that has Issued the most recent Driver Licence to a person or, if a person has not been Issued a Driver Licence, the Jurisdiction of the person’s address indicated on the charge, traffic ticket, report, or other administrative document.

“Withdrawal” or **“Withdrawn”** means the suspension, prohibition, revocation, cancellation, or denial of a Driver Licence or of the privilege to operate a motor vehicle or to obtain a Driver Licence.

ARTICLE 2: APPLICATION FOR A DRIVER LICENCE

- 2.1 Upon receiving an application for a Licence, a Party shall to the extent permitted by law, not Issue a Licence to an Applicant unless:
- (a) the Party uses, or is satisfied another Party has previously used, the Identification Verification Process to verify the identity of the Applicant pursuant to the Administrative Guide; and
 - (b) the Party has verified the identity of the Applicant; and

- (c) the Party has verified that the Applicant is currently a resident of the Jurisdiction in which the Applicant is applying for a Licence, and that at the time of the original, initial application in that Jurisdiction, the Applicant is qualified for a Licence pursuant to the Administrative Guide.
- 2.2 To the extent permitted by law, Parties shall endeavour not to Issue a Licence to an Applicant whose ability to obtain or hold a Licence is currently Withdrawn by another Party, as evidenced by the Applicant's Driver Control Record. Whenever possible, Parties should use the CET, as amended from time to time, when conducting the analysis described in this Section.
- 2.3 Notwithstanding the foregoing Section 2.2, the Parties retain the discretion to Issue a Licence, with the appropriate and applicable Jurisdictional sanctions, if so determined by the relevant Party or required by the laws of the relevant Party's Jurisdiction upon review of the Applicant's Driver Control Record.

ARTICLE 3: DRIVER LICENCE EXCHANGE

- 3.1 A Party may, upon the completion of an application by an applicant, exchange a Licence issued by another Party for an equivalent class of Licence.
- 3.2 Notwithstanding the preceding provision, the applicant may be required to successfully complete training, education, rehabilitation programs, courses, and any examinations or tests required by the Issuing Party when exchanging a Licence.
- 3.3 Notification of an exchange or surrender of a Licence shall be forwarded to the previous Jurisdiction of Record.
- 3.4 On receipt of a notification issued under Article 3.3, the previous Jurisdiction of Record shall send in a timely manner the Driver Control Record to the new Jurisdiction of Record.
- 3.5 A Licence issued pursuant to Article 3.1 may be subsequently Withdrawn or restricted, or additional actions may be required of the Applicant based upon any new information received by the new Jurisdiction of Record.

ARTICLE 4: EFFECT OF CONVICTION AND ADMINISTRATIVE ACTION

- 4.1 Any Convictions or Administrative Actions set out in the CET shall be reported to the Jurisdiction of Record, and the Jurisdiction of Record shall enter the information on the Driver Control Record.
- 4.2 For the purposes of the Driver Control Record:
- (a) Each Party shall recognize a Conviction in another jurisdiction as if the analogous Conviction had occurred in the Jurisdiction of Record, and if the Jurisdiction of Record deems it necessary, it shall take appropriate actions having regard to the circumstances. Furthermore, each Party shall recognize an Administrative Action taken by another Party as if an analogous Administrative Action had occurred in the Jurisdiction of Record, and if the Jurisdiction of Record deems it necessary, it shall take appropriate actions having regard to the circumstances.
 - (b) For further clarity, the licensing authority of the Jurisdiction of Record shall give the same effect to the conduct reported to it under this Agreement as it would if such conduct had occurred in the Jurisdiction of Record, as permitted by the laws of the Jurisdiction of Record.
 - (c) If the laws of the Jurisdiction of Record do not provide for an analogous Conviction or Administrative Action as described in the statute of the reporting Party, the Jurisdiction of Record shall, to the extent permitted by law, endeavour to recognize the reported Conviction or Administrative Action as analogous to a substantially similar Conviction or Administrative Action as set forth within the laws of the Jurisdiction of Record, and treat that conduct accordingly.

ARTICLE 5: NON PAYMENT OF FINES AND MONETARY PENALTIES

- 5.1 Where possible, where a person is Convicted of an offence or subject to an Administrative Action as set out in the CET, and the person fails to pay any fine or monetary penalty imposed as a result of such conviction or action, the Party in whose Jurisdiction the offence was committed or action was taken may notify the Jurisdiction of Record of any such unpaid fine or monetary penalty.
- 5.2 Notwithstanding the foregoing, in the case of a Withdrawal for failure to pay a fine or monetary penalty, Parties have the discretion to Issue a Licence to the Applicant.

- 5.3 The Jurisdiction of Record may take such action to Withdraw the person's Licence, or such other action as would be taken if the event giving rise to the Conviction or Administrative Action had occurred in the Jurisdiction of Record and the fine or monetary penalty arising from such event had remained unpaid. Such action taken by the Jurisdiction of Record may include denial of vehicle registration.
- 5.4 A Withdrawal of a Licence or another action under this Article may continue until the Jurisdiction of Record receives satisfactory evidence of payment.

ARTICLE 6: ADMINISTRATION OF THIS AGREEMENT

- 6.1 Only a Canadian province or territory may become Party to this Agreement.
- 6.2 The CCMTA shall be the official repository of this Agreement. Those members of the CCMTA Board, excluding Transport Canada, shall be responsible for the required duties attendant to the administration of this Agreement.
- 6.3 Each Party shall, subject to and in accordance with applicable access to information and protection of privacy legislation, provide to the Board any information or document requested by it as necessary to facilitate the administration of this Agreement. Such information shall include timely notification of any changes in the laws and regulations which materially affect the terms of this Agreement.
- 6.4 The Board shall obtain from CCMTA routine updates on any changes that materially impact this Agreement.
- 6.5 To the extent permitted by law, the Board shall have the following powers and duties under this Agreement:
- a) administration of this Agreement;
 - b) collect and analyze data related to this Agreement from each of the Parties;
 - c) prepare and distribute materials and information related to this Agreement;
 - d) recommend revisions to this Agreement that will enhance its objectives, goals and benefits;
 - e) create, publish, amend and maintain an Administrative Guide, which shall contain administrative best practices, the jurisdictions' procedures, equivalency tables, and technical definitions, and other supporting administrative documents that may be used to aid implementation and administration of this Agreement;

and

- f) delegate items listed under 6.5 (a), (b), (c), and (e).

ARTICLE 7: DOCUMENT SECURITY AND INTEGRITY

- 7.1 For the purposes of issuing a Driver Licence or Identification Card, a Party shall:
 - (a) train its employees and agents to recognize and detect and prevent fraud;
 - (b) maintain internal controls to identify and minimize fraud;
 - (c) assign a unique identifier to each person issued a Licence and Identification Card; and
 - (d) maintain security and design elements, as set out in the Administrative Guide.

- 7.2 All Parties shall take reasonable precautions to prevent any unauthorized disclosure of any personal or personal health documentation. The standards of such precautions shall be the greater of:
 - (a) the standards any Party has in place to protect its own confidential information; or
 - (b) the standards contained within the Personal Information Protection and Electronic Documents Act.

ARTICLE 8: IDENTIFICATION CARDS

- 8.1 Upon receiving an application for an Identification Card, a Party shall:
 - (a) not issue an Identification Card to an Applicant unless it uses, or it is satisfied another Party has previously used, the Identification Verification Process to verify the identity of the Applicant; and

- (b) not issue an Identification Card to an Applicant unless it has verified the identity of the Applicant and the Applicant is a resident of the Jurisdiction and the Applicant is able to be issued an Identification Card pursuant to the Administrative Guide to this Agreement, as amended from time to time.
- 8.2 The Party that issues an Identification Card shall maintain a record of the Applicant that includes, at a minimum, the personal identification data retained for Driver Licensing.

ARTICLE 9: GENERAL PROVISIONS

- 9.1 The implementation of this Agreement will be subject to any relevant laws or regulations in effect in the Jurisdictions of the relevant Parties, including any laws or regulations that may in the future be enacted by the Jurisdictions of the relevant Parties, and it will also be subject to other arrangements that may in future be executed between the Parties in accordance with this Agreement.
- 9.2 Subject to the following subsections, the Parties shall conform to any statutory provisions applicable to the access of records held by government institutions and to the protection of personal information and privacy of drivers and Personal Identification Card or Licence Applicants, or Personal Identification Card or Licence holders ("Persons"):
- (a) Parties shall conform to their statutory provisions applicable in each jurisdiction with respect to the collection, retention, protection, use of, and access to personal information received by one Party from another Party;
 - (b) The Parties shall only use personal information with respect to Persons for purposes which are consistent with the uses for which said information was held by the Party which originally held it.
- 9.3 Any Party may withdraw from this Agreement by written notice to the Board and to each Party, but no such Withdrawal shall take effect until a date at least ninety (90) days after receipt of such notice.
- 9.4 This Agreement does not :
- (a) create any contractual, financial or other obligation between the Parties;
 - (b) affect the meaning or validity of any law in any jurisdiction; or
 - (c) create rights for a driver, Licence Applicant or holder, Identity Card Applicant or holder, or any other person, nor does it create a standard of

care in any legal or evidentiary sense. Any inconsistency with this Agreement shall not be a defence in any criminal, civil or administrative proceeding.

- 9.5 Subject to all relevant privacy and protection of information laws, all information required to be exchanged by this Agreement shall be as complete and accurate as possible and transmitted in a manner that is secure and intelligible. A Party may provide for the elaboration and translation of coded information or its compression or encryption as necessary for any authorized or lawful use.
- 9.6 Any action taken under the Canadian Driver Licence Compact or under any other agreement shall not be affected or terminated by this Agreement, except that any action or provision that conflicts with this Agreement shall be superseded by entry into this Agreement.
- 9.7 Section headings are for convenience only and shall not be used to affect the meaning or construction of this Agreement.
- 9.8 No amendment, change to, or modification of this Agreement or any other document made thereunder or pursuant thereto shall be valid unless it is in writing and signed by all parties. For greater clarity, this Section does not apply to the Administrative Guide.
- 9.9 The Board shall receive and distribute all notices given under this Agreement. Any notices to be provided to the Board pursuant to this Agreement shall be in writing, and shall be delivered by facsimile, registered mail, electronic transmission, courier service, or personal delivery.
- 9.10 Any notice or communication:
- (a) sent by registered mail shall be deemed to have been received on the third business day following the date of mailing;
 - (b) sent by facsimile or electronic transmission (including email) shall be deemed to have been received on the next business day following the date of transmission; and
 - (c) sent by courier or personal delivery shall be deemed to have been received on the day that it was delivered.
- 9.11 This Agreement shall take effect on the 1st day of January, 2019.
- 9.12 This Agreement may be executed by facsimile and counterparts, each of which will be considered original for all purposes, and when taken together constitute one

Agreement binding on the Parties notwithstanding that Parties are not signatories to the original or same counterparts.

IN WITNESS WHEREOF, each of the Parties to this Agreement has caused this Agreement to be signed in its name and on its behalf by its representative thereunto duly authorized as of the day and year first above written.

GOVERNMENT OF ONTARIO

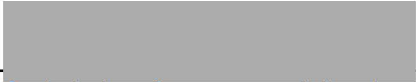


Minister of Transportation

GOVERNMENT OF QUÉBEC



Le ministre des Transports



La ministre responsable des Relations canadiennes et de la Francophonie canadienne

GOVERNMENT OF NOVA SCOTIA



Minister of the Department of Transportation and Infrastructure Renewal

GOVERNMENT OF NEW BRUNSWICK



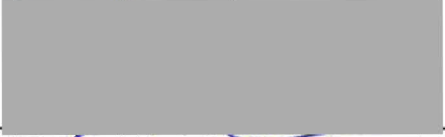
Minister of Justice and Public Safety

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GOVERNMENT OF BRITISH COLUMBIA



Minister of Transportation and Infrastructure



Minister of Public Safety and Solicitor General

GOVERNMENT OF MANITOBA



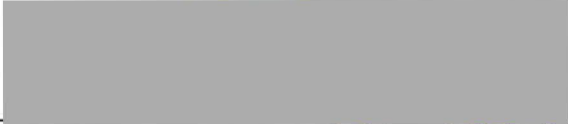
Minister of Infrastructure

GOVERNMENT OF PRINCE EDWARD ISLAND



Minster of Transportation, Infrastructure and Energy

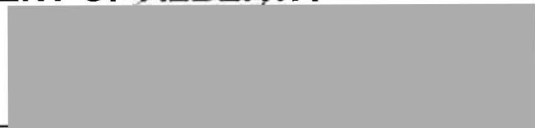
GOVERNMENT OF SASKATCHEWAN



Minister Responsible for Saskatchewan Government Insurance

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GOVERNMENT OF ALBERTA



Minister of Transportation

Approved pursuant to the *Government Organization Act*



Intergovernmental Relations, Executive Council

GOVERNMENT OF NEWFOUNDLAND AND LABRADOR



Minister of Service NL



Minister of Intergovernmental and Indigenous Affairs

GOUVERNEMENT DE TERRE-NEUVE-ET-LABRADOR


Le ministre de Service NL


Le ministre des Affaires intergouvernementales et autochtones

GOVERNMENT OF YUKON



Minister of Highways and Public Works

GOVERNMENT OF NORTHWEST TERRITORIES



Minister of Transportation

GOVERNMENT OF NUNAVUT



Minister of the Department of Economic Development and Transportation