

## Canadian Anti-Spam Legislation (CASL) – Frequently Asked Questions

*Note: This FAQ is intended to assist MacEwan staff and faculty members to understand their obligations under CASL. It summarizes and simplifies the complex requirements of CASL and is not intended to be a substitute for legal advice. Questions about CASL or the application of CASL may be directed to [CASLProject@macewan.ca](mailto:CASLProject@macewan.ca). Technical questions relating to CASL, for example regarding the use of third party email providers, capturing and tracking of consent, and ensuring that unsubscribe functions are working as needed, should be directed to "Information and Technology Services" at [CASLProject@macewan.ca](mailto:CASLProject@macewan.ca).*

### A. GENERAL DEFINITIONS AND APPLICATION

#### Q1. *What is the Canadian Anti-Spam Legislation?*

A1. The Canadian Anti-Spam Legislation (called CASL) is meant to control spam (unwanted Commercial Electronic Messages, or “CEMs”).

“**Commercial activity**” is very broadly defined and means any transaction, act or conduct this is of a “commercial character”, whether or not there is an expectation of profit. A “**CEM**” is an electronic message that, having regard to the content of the message, “it would be reasonable to conclude [that the message] has as its purpose, *or one of its purposes*, to encourage participation in a commercial activity.” It includes messages that offer to sell, advertise or promote any product or service.

“**Electronic message**” means messages sent by any means of telecommunication, including email and texts. It does not include mail, faxes or voicemail messages.

#### Q2. *When will CASL come into force?*

A2. The main sections of CASL will come into force on July 1, 2014. There is a transition period under CASL which gives the University implied consent to continue sending CEMs to the persons with whom the University has an existing business relationship (eg. students) or an existing non-business relationship (eg. donors) for a period of 3 years, provided that as at July 1, 2014 the recipients had that status and the University has previously sent the recipients CEMs unless recipients gives notice that they no longer wish to receive such messages.

#### Q3. *Who does CASL apply to?*

A3. CASL applies to CEMs sent or accessed by a computer system in Canada, and can apply to any individual, partnership, corporation, organization, association, or other body that sends or receives such CEMs, including MacEwan University.

#### Q4. *What does CASL regulate and prohibit?*

A4. CASL regulates CEMs. That is, CASL only applies to *commercial* and *electronic* messages. Messages that are neither commercial in nature nor electronic are not caught by the legislation. There are many exemptions to this broad prohibition.

Under CASL the basic rule, subject to certain exceptions, is that CEMs cannot be sent unless both consent and content requirements are met.

Q5. ***Are there other prohibitions under CASL?***

A5. In addition to the requirements related to CEMs, CASL also contains the following prohibitions:

**Installing unwanted computer programs:** In order to prevent the installation of viruses, spyware, and other unwanted programs, CASL prohibits the installation of any program without the consent of the computer owner.

**Altering transmission data:** CASL prohibits the alteration of transmission data in an electronic message so that the message is delivered to a destination other than that specified by the sender.

**Providing false or misleading information:** CASL, and amendments to other legislation enacted in conjunction with CASL, prohibit false or misleading information in CEMs, including:

- any representation in the body of the message that is false or misleading in a material respect;
- any false or misleading representation made in a “locator”, i.e. a name, URL, or other information used to identify the source of data in a computer system; and
- any false or misleading representation in the “From” or “Subject” line of a message.

**Harvesting addresses:** CASL prohibits the use of programs that “harvest” email addresses to create mailing lists.

**Collecting personal information:** CASL prohibits the use of computer systems to collect personal information without authority.

Q6. ***Is there an exception for higher educational institutions?***

A6. There is no exception specifically relating to educational institutions. There are some exemptions that apply in some cases, but there is not a blanket exemption for higher education.

Q7. ***Is MacEwan University exempt because they are a registered charity?***

A7. No. Organizations are not exempt, messages are exempt. An exemption exists for messages sent by registered charities which have as their primary purpose raising funds for the charity. Messages which fall outside of this scope may not be exempt and therefore careful consideration must be given before sending.

**Q8. What is considered “commercial” in the context of the University?**

A8. Many activities that the University conducts are non-commercial. For example, email advising students that grades are available or providing dates for exams may not be CEMs. Messages about public lectures, exhibitions and performances related to faculty or student initiatives also may not be of a commercial character. Emails promoting sales in the bookstore would be CEMs. Newsletters and purely informational items may be exempt *if* they do not contain *any* commercial material. However, “mixed-purpose messages” that contain information both about University activities and sale promotions would be considered CEMs because *one* of the purposes is to encourage commercial activity. A message need not be solely commercial to be considered a CEM.

**Q9. What are the exemptions to CASL?**

A9. Certain messages may be exempted from CASL. The following messages provide a full exemption, in that they do not require consent or the content requirements or the unsubscribe mechanism:

- Messages sent by or on behalf of an individual to another individual with whom they have a “personal relationship” or a “family relationship” (terms defined in the Regulations);
- Messages sent to a person who is engaged in a commercial activity and consists solely of an inquiry or application related to that activity;
- Messages sent by employees or contractors within the same organization that concern the activities of that organization;
- Messages sent between organizations with a relationship that concern the activities of the receiving organization;
- Messages sent in response to requests, inquiries or complaints, or otherwise solicited by the recipient;
- Messages sent to satisfy, provide notice of, or enforce a right, legal or juridical obligation;
- Messages sent on an electronic messaging service if the required information and unsubscribe mechanism are readily available on the user interface, and the recipient has consented to receive the message;
- Messages sent to a limited-access secure and confidential account to which messages can only be sent by the person who provides the account;
- Messages that a sender reasonably believes will be accessed in a listed foreign state, and conform to the anti-spam laws of such foreign state; and
- Messages sent by or on behalf of a registered charity and have as their primary purpose raising funds

**Q10. What is the scope of the internal communication exemption (sent by employees/consultants within the same organization)?**

A10. This exemption applies to CEMs sent amongst employees, representatives and/or consultants of the University, as long as the CEM concerns the activities of the University, and the CEMs are sent exclusively to employees, representatives and/or consultants of the University. This is a full exemption, as such CEMs do not require consent or need to comply with the content requirements.

**Q11. *What is the scope of the business to business exemption (sent between organizations with a relationship)?***

A11. This exemption applies to CEMs sent between organizations, as long as the organizations have a relationship and the CEM relates to the activities of the organization receiving the CEM. This is a full exemption, as such CEMs do not require consent or need to comply with the content requirements.

**Q12. *Can the University send CEMs to employers or potential employers encouraging them to hire students from the University (including for a co-op program)?***

A12. Generally no. However, if the University has a relationship with the employer or potential employer such that it would fall under the business to business exemption above, and the CEM relates to the activities of the employer, the CEM can be sent without consent and without the content requirements. If the University has no relationship with the employer or potential employer but has located an email address of an individual within that organization because it was conspicuously published with the authority of the recipient and the person has not made a statement prohibiting unsolicited CEMs, the University may send a CEM to that person, provided that the content requirements are met and the CEM is relevant to the person's business, role, function, or duties in the business or official capacity.

## **B. CONSENT**

**Q13. *Do you need to secure recipients' consent to send them CEMs?***

A13. As a general rule, before sending a CEM, you must have the recipient's implied or express consent and the CEM must contain the content requirements, including an unsubscribe mechanism. Both the consent and content requirements are subject to certain exemptions.

**Q14. *Are there any exemptions to the consent requirement?***

A14. Consent is not required for a CEM that meets any of the following requirements, but such messages still require the content requirements and the unsubscribe mechanism:

- provides a quote or estimate that was previously requested by the recipient;
- facilitates, completes or confirms a commercial transaction that the recipient previously agreed to enter into;
- provides warranty information, product recall information or safety or security information about a product, goods or a service that the recipient has used or has purchased;
- provides factual information related to the recipient's subscription, membership, account, loan or similar relationship with the sender;
- provides information directly related to an employment relationship or related benefit plan in which the person to whom the message is sent is currently involved, is currently participating or is currently enrolled; or
- delivers a product, good or a service, including product updates or upgrades that the recipient is entitled to receive under the terms of a transaction they previously entered into;

- is the first CEM following up on a third party referral, where the person referring has an existing relationship (personal, family, business or non-business) with the third party and the party sending the message. The CEM must disclose the name of the person who made the referral and state that the message is being sent as a result of the referral.

Q15. ***What is “implied consent”?***

A15. Implied consent may arise in three situations:

**Where there is an existing business relationship:** Such relationships arise from:

- a) the purchase or lease of a product, goods, a service, land or an interest or right in land, within the last two years, by the message recipient from the University;
- b) the acceptance by the message recipient, within the last two years, of a business, investment or gaming opportunity offered by the University;
- c) the bartering of anything mentioned in paragraph (a) between the message recipient and the University within the last two years;
- d) a written contract entered into between the message recipient and the University in respect of a matter not referred to in any of paragraphs (a) to (c), if the contract is currently in existence or expired within the last two years; or
- e) an inquiry or application, within the last six months, made by the person to whom the message is sent to any of those other persons, in respect of anything mentioned in any of paragraphs (a) to (c).

**Where there is an existing non-business relationship:** The University has non-business relationships with two groups of individuals:

- donors
- volunteers

**Where the recipient has given you or has conspicuously published his or her business contact information:** This only applies where:

- the recipient has not indicated a wish not to receive unsolicited CEMs; and
- your message is relevant to the recipient’s business, role, functions or duties in a business or official capacity.

Implied consent normally lasts for two years. For example, the University has a non-business relationship with its donors, which gives us their implied consent to send them CEMs for two years after their last donation. If you already have somebody’s implied consent, you should send them a message asking for express consent before the two-year period expires.

Q16. ***If the University has been sending a recipient CEMs for years and there has always been an unsubscribe mechanism, is there implied consent if the recipient has not unsubscribed?***

A16. No. Failing to unsubscribe or indicate that one does not wish to receive CEMs does not mean that consent is implied. Implied consent is limited to the circumstances set out above.

**Q17. Does the receipt of donations in the past constitute implied consent?**

A17. Yes, consent is implied on the basis of you having an existing “non-business relationship” with the donor as long as the donation was received in the immediately preceding 2 years. If the message is a CEM, it must have the contact requirements and an unsubscribe option.

**Q18. What is “express consent”?**

A18. Express consent is consent that has been provided orally or in writing. Express consent for the purposes of CASL means “opt-in” consent, which means that the person actively did something to signify that they consent to receive CEMs. This would include checking a box on an email or signing a form. Requests for consent must contain certain informational elements, including a clear and simple statement that consent is being sought to receive CEMs, information about MacEwan, contact information and an unsubscribe mechanism. Once you have secured a recipient’s express consent, then you may continue to send them CEMs indefinitely unless they “unsubscribe” from further messages.

**Q19. How do you obtain express consent?**

A19. Consent must always be “opt-in”, not “opt-out”. This means that if you are using a check-box for consent, the box cannot be “pre-checked”. Verbal consent should be avoided unless you have a way to verify the consent. It is preferable to obtain express consent in writing, as this makes it easier to verify that the consent was provided. You may request individuals to provide their written consent in various ways, e.g. by signing a document, sending you an email, entering information into a webform, or clicking on an a checkbox or an “I Consent” button on a web page.

Electronic messages requesting consent are deemed to be CEMs. Therefore, you can only use an electronic message to request somebody’s express consent if you already have their implied consent. Essentially, you are “converting” implied consent into express consent. For example, when somebody volunteers for the University, we have their implied consent to send them CEMs for the next two years. You can “convert” this from implied to express consent by emailing them a consent request during the two year period.

**Q20. What information do requests for express consent have to contain?**

- A20. Requests for express consent must contain the following information:
- the specific purpose for which you are seeking their consent;
  - the name of the University area seeking consent;
  - the mailing address, **and** a telephone number, email address or web address, for the University area seeking consent (or a link to a website containing this information);
  - a statement indicating that the person whose consent is sought can withdraw their consent; and
  - an unsubscribe mechanism.

In addition to requesting the individual’s express consent, it is also necessary to provide a privacy statement explaining your legal authority to collect personal information from the individual. See the University’s form [CASL – Standard Language](#) for sample consent requests and privacy statements.

Q21. ***Does express consent ever expire?***

A21. No. Express consent does not expire unless someone chooses to unsubscribe or withdraw consent.

Q22. ***Do you have to keep a record of the consents you have secured?***

A22. Yes. This is absolutely essential. If you send a CEM without being able to prove that the recipient has consented to receive it, you are placing the University at risk of a substantial fine under CASL. In some cases, incomplete record-keeping may invalidate an entire mailing list.

Q23. ***If signing up for email on paper (such as at job fairs or trade shows) do you still need to have a 'checkbox' to request email? Our current document only asks for name, email, phone and city.***

A23. Yes. Any time you use a paper signup, you want to make it as clear as possible the recipient is signing up for promotional emails. Including a check box to receive promotional emails would be a good option or you could also include a prominent note they are signing up for promotional emails. The most important thing to remember is if there are any complaints, you as the sender will be required to provide proof of a valid, CASL-compliant opt-in.

Q24. ***Are express consents obtained prior to July 1, 2014 valid under CASL?***

A24. Maybe. Previously obtained express consent will be valid under CASL if 1) the receiver of the message knows to whom they were giving consent; and 2) they knew that they were providing consent to receive marketing/promotional messages. The consent need not have been for CASL specifically, as long as it was clear they were consenting to receive commercial-type messages. This may have included consent to receive bulletins, updates, mailings, subscriptions, etc. Consents provided for other purposes would not be recognized as valid under CASL. What will be critical is the ability to establish how you obtained the consent and for what purpose.

Q25. ***Can express consent be obtained from those persons currently covered by implied consent so as not to lose relationships?***

A25. Yes. For many of these relationships, the University will "upgrade" implied consents to express consents over the three year transition period during which the implied consent is valid, unless the implied consent is revoked earlier.

Q26. ***Can business areas use third parties to send requests for consent on behalf of MacEwan University?***

A26. Yes. However, the request for consent must contain the following information: 1) a statement that the consent is being sought on behalf of MacEwan University; 2) the name of the third party who is seeking consent on behalf of MacEwan University; 3) the mailing address and a telephone number, an email address or web address of the person on whose behalf consent is sought (i.e. MacEwan University); 4) a statement indicating that the receiver of the message may withdraw their consent; and 5) an unsubscribe mechanism.

**Q27. What records do I need to keep to prove consents or waivers of consent?**

A27. You may keep records in paper-based form or recorded in an electronic database. You should record sufficient information to be able to prove consent in case you are questioned in the future. At a minimum, you should record the following information: date, time, purpose and manner of consent (verbal or written). Consents must be tracked, retained and retrievable. Unsubscribes must be implemented.

**Q28. How long do we have to retain records evidencing consents?**

A28. For the duration of the consent, plus the 2 year limitation period, plus one year. A longer period will assist us with private rights of action (in which case an 11 year period after the consent expiry/withdrawal may be suggested).

**Q29. How do we continue to send CEMs to contacts for whom we have implied consent after the expiry of the 2 year period (or 3 year transition period)?**

A29. The University should seek express consent from these contacts via email or other means during the transition period in order to ensure that you may continue to send CEMs after the relevant time period.

**Q30. Can we provide an incentive to give consent (e.g. enter a draw if consent)?**

A30. While the CRTC takes the position that you cannot make the provision of consent a condition to offering a service or product, you may be able to offer an incentive to encourage the provision of consent.

## **C. CONTENT REQUIREMENTS AND UNSUBSCRIBE MECHANISM**

**Q31. What information do CEMs have to contain?**

A31. Very few of the messages sent by the University are subject to CASL. However all CEMs that are subject to CASL must contain the following information:

- the name of the University area sending the message;
- the mailing address, and a telephone number, email address or web address, for the University area seeking consent (or a link to a website containing this information); and
- information about how to unsubscribe from future CEMs (see below for unsubscribe requirements).

If it is not practicable to include all of the above information in the CEM, then it must contain a clear and prominent link to a webpage that contains the information, and the information must be valid for a minimum of 60 days after the CEM is sent.

See the University's CASL – Standard Language form for samples of compliant CEMs.



Q32. ***What are the requirements for unsubscribe mechanisms?***

A32. All CEMs have to give subscribers the opportunity to unsubscribe from future CEMs, without cost to them. The unsubscribe mechanism must be easy to access and use. An unsubscribe mechanism must be valid for at least 60 days after you send the CEM. If you receive a request to unsubscribe, you must comply within 10 business days.

**When you send CEMs by email**, you may offer **one or both** of the following unsubscribe methods:

- sending an email; and/or
- clicking on a link that will take the user to a web page where he or she can unsubscribe

**When you send CEMs by text message**, then you must offer **both** of the following unsubscribe methods:

- replying to the text message with the word “STOP”; and
- clicking on a link that will take the individual to a web page where he or she can unsubscribe

See a suggested unsubscribe notice in the University’s form [CASL – Standard Language](#).

Q33. ***Which CEMs must have the content requirements, including the unsubscribe mechanism?***

A33. All CEMs must comply with the content requirements, including the unsubscribe mechanism, unless the CEM is sent relying on a full exemption. See the University’s flowchart [CASL Considerations](#) for those CEMs which would be fully exempt from the content requirements.

Q34. ***Do I have to keep track of unsubscribe requests?***

A34. Yes. It is essential to track which electronic addresses have submitted unsubscribe requests to ensure that CEMs are not sent to them against the recipient’s wishes.

## **D. APPLICATION TO STUDENTS, PROSPECTIVE STUDENTS AND ALUMNI**

Q35. ***Are University electronic communications to current students and applicants caught by CASL?***

A35. Many messages to current students are not CEMs as they are not commercial in nature (e.g. class schedules or emergency notifications); those that can be defined as CEMs may have the implied consent of recipients to receive such messages. The University has an “existing business relationship” with current students. This means that the University has the implied consent of persons within this group to send CEMs. The exemption applies to persons who have purchased a product or service from the University within the two year period immediately before the day the CEM is sent to that person, therefore it is applicable to students who are attending the University and who pay fees to the University because this is a service purchased from the University. Because the University’s services are provided on an ongoing basis, the two year period is considered to begin on the day that the relationship ends – when the student ceases to be a student of the University (eg. when they graduate or withdraw). Consent will be implied until the earlier of the person’s withdrawal of their consent or 2 years (3 year transition period) from the date the relationship ended.

The “existing business relationship” would also apply to persons who made an inquiry or application within the six month period immediately before the CEM is sent to that person. This means that the University has implied consent to send CEMs to applicants for six months after they apply. Because of the six month limit, the University should attempt to get express consent from potential students so that they can continue to send CEMs beyond that time.

While consent is implied, any CEMs sent to students who fall under the “existing business relationship” category must include the content requirements, including an unsubscribe mechanism.

**Q36. *Is there an ‘implied’ relationship between the Institution and all K-12 schools?***

A36. MacEwan can rely on the exemption for messages sent between organizations with a relationship in order to communicate with K-12 schools.

**Q37. *If a potential student asks for information about the University, can a response be sent via email or text?***

A37. Yes. CASL has an exemption for CEMs sent in response to a request or inquiry. If a potential student asks for information about the University, a CEM may be sent containing the requested information. However, if the recipient does not respond to the CEM or make further requests, the University should not continue sending CEMs to that person unless the person falls within the “existing business relationship” exemption set out in Q/A15 above.

**Q38. *Can the University send CEMs to potential students who provide their contact information (including email address) at an open house or other such event?***

A38. If it was clear from the circumstances that the potential student provided the email address for the purpose of receiving CEMs from the University, this might qualify as express consent. However, the University should add appropriate language in the materials used to collect email addresses at those types of events. If the email address was being provided for a different purpose, for example to enter a draw for a prize, that might not be a consent to receive CEMs. Additionally, after July 1, 2014, requests for consent will have to include the content requirements and the unsubscribe mechanism.

**Q39. *If a potential student who has been receiving CEMs does not apply to or enroll at the University, does the University have to stop sending that individual CEMs?***

A39. It depends. If the potential student provided express consent, then the University can continue to send CEMs to that individual (whether he/she enrolls at the University or not) provided the individual does not unsubscribe or withdraw consent.

**Q40. *Does CASL apply to CEMs sent in the offer/acceptance process (offers, registration information, enrollment and payment due dates)?***

A40. Yes. If a student has enrolled at the University, CEMs solely regarding registration dates, enrollment information and confirmations of payments would be exempt from the consent requirement, unless some commercial information is included in the CEM. However, the content requirements would still apply to these CEMs.

Q41. *Is there an exemption for alumni?*

A41. No. Because our alumni is not an association, we cannot rely on the existing non-business relationship exemption which applies to associations, clubs and volunteer organizations. We can rely on the existing business relationship with students before they graduate to be able to send CEMs to alumni for a 2 year period from when they graduate. Express consent can be sought during the 2 year period.

Q42. *Does CASL apply to CEMs sent to students or alumni outside of Canada? What about CEMs sent by a University's foreign campus or agent?*

A42. CASL applies to CEMs sent or accessed by a computer system in Canada. This means that CEMs sent by the University in Canada are included, as well as CEMs sent from outside Canada (eg. by a University's foreign campus or agent) to a recipient in Canada. CASL also applies to CEMs sent by the University from within Canada to recipients outside Canada, such as prospective international students. Certain foreign CEM destinations can qualify for exemption from CASL requirements when the foreign state is listed in the regulations and has laws that address substantially similar conduct covered by CASL.

## **E. FUNDRAISING ACTIVITIES**

Q43. *Does CASL apply to fundraising activities by the University?*

A43. Electronic communications sent by the University which have as their **primary purpose raising funds** for the University, are exempt under CASL. The "primary purpose" of a CEM means the "main reason or purpose" of the CEM. The message may contain secondary or additional purposes, however the "principal purpose" must be to raise funds for the University. Examples of CEMs in which the "primary purpose" is raising funds would include:

- Promoting an event and/or the sale of tickets for an event, where the proceeds of the event flow to the charity;
- Providing information about an upcoming campaign, but not encouraging the recipient to participate in a commercial activity; and
- Soliciting for donations or mentioning corporate sponsors, but not encouraging the recipient to participate in a commercial activity with that sponsor.

The "primary purpose of raising funds" exemption does not include the sending of a CEM which, amongst other things, advertises the corporate sponsors of an event and encourages the recipient to engage in a commercial activity with the sponsor. The University may send messages which "mention" corporate sponsors, but which do not "advertise" corporate sponsors.

## **F. APPLICATION TO OTHER UNIVERSITY ACTIVITIES**

Q44. *In response to an inquiry, can I:*

- a. Forward to someone else to respond?*
- b. Reply saying you are looking into it and will get back to them?*
- c. Respond with a cc to the appropriate person/department indicating they will respond?*
- d. Send additional responses as more information comes available?*

A44. Yes. You can forward an inquiry to other areas of the University who are best able to answer the inquiry and we can respond more than once in order to answer a single question. For example, if more research is needed or more information becomes known over time that answers a question, we can send more than one message in order to answer an inquiry properly and fully. If a question must be sent to someone external to MacEwan, we should be asking for consent before doing so.

Q45. *Are messages, newsletters and subscription requests sent by Sport & Wellness CEMs? Do we have the consent of members to send them CEMs?*

A45. We can imply consent for current members under the existing business relationship category. The relationship ends once the membership expires or is discontinued.

Q46. *How are sponsorships (sponsors) treated under CASL?*

A46. Because sponsorships are essentially contracts, the University has implied consent from sponsors to send CEMs under the "written contract" portion of the "existing business relationship" category. The 2 years begins to run once the sponsorship is ended.

## **G. PENALTIES FOR NON-COMPLIANCE**

Q47. *What are the possible consequences for non-compliance?*

A47. The penalties for non-compliance under CASL are severe. Penalties include a fine of up to \$10 million for an organization for each violation, and \$1 million for an individual for each violation. What this means is that if a University employee sends an email that contravenes CASL (such as a CEM without the requisite consent), the University could be held liable if the employee was acting in the scope of his/her employment when sending the message. Board members and officers of the University could also be held personally liable for violations. Also, after July 1, 2017 anybody who receives a CEM without providing their consent has a private right of action against the organization sending the CEM, and may be entitled to receive up to \$200 per violation.

## **H. MORE INFORMATION**

Q48. *How do I ensure I am compliant with CASL?*

A48. To determine whether you are compliant with CASL requirements related to CEMs, complete the University's [CASL – Compliance Checklist](#). See the University's [CASL – Standard Language](#) to ensure that your CEM-related messages are compliant with the legal requirements.

Questions about CASL or the application of CASL may be directed to [CASLProject@macewan.ca](mailto:CASLProject@macewan.ca). Technical questions relating to CASL, for example regarding the use of third party email providers, capturing and tracking of consent, and ensuring that unsubscribe functions are working as needed, should be directed to "Information and Technology Services" at [CASLProject@macewan.ca](mailto:CASLProject@macewan.ca).

Q49. ***Where can I get more information about privacy?***

A49. In addition to CASL, you must also consider privacy issues whenever you are collecting, using or disclosing personal information. For more information, consult with the Information Management and Privacy Coordinator in the Office of General Counsel.