

File No.: 04-1000-20-2018-218

June 5, 2018

s.22(1)

Dear s.22(1)

Re: Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")

I am responding to your request of April 13, 2018 for:

A copy of the Memorandum of Understanding between Airbnb and the City of Vancouver regarding short term rentals.

Date Range: January 1, 2018 to April 11, 2018

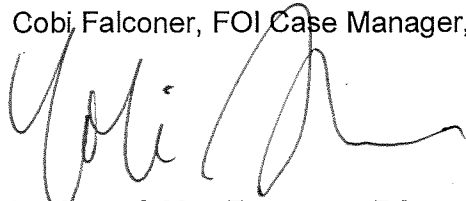
All responsive records are attached.

Under section 52 of the Act, and within 30 business days of receipt of this letter, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number (#04-1000-20-2018-218); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,

Cobi Falconer, FOI Case Manager, for

A handwritten signature in black ink, appearing to read 'Cobi Falconer', written over the typed name of the sender.

Barbara J. Van Fraassen, BA
Director, Access to Information & Privacy

Barbara.vanfraassen@vancouver.ca
453 W. 12th Avenue Vancouver BC V5Y 1V4

*If you have any questions, please email us at foi@vancouver.ca and we will respond to you as soon as possible. Or you can call the FOI Case Manager at 604.871.6584.

Encl.

:ag

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between Airbnb Ireland, Unlimited Company (“Airbnb”) and the City of Vancouver, British Columbia (“City”) as of the date signed by both parties (the “Effective Date”).

For the purposes of this MOU, the term “Process” means the collection, use, modification, retrieval, disclosure, storage, anonymization, deletion, and/or management of Personal Information. The term “Personal Information” means information of an identifiable individual (including personal identity information as defined under British Columbia’s *Freedom of Information and Protection of Privacy Act*), disclosed by Airbnb or its permitted agents, to the City under this MOU, and any information derived or otherwise created by the City in connection therewith.

NOW, THEREFORE, the parties hereto agree as follows:

1. HOST REGISTRATION

Joint obligations:

- 1.1 Promptly after the Effective Date of this MOU, Airbnb and the City shall work together to develop a system that will allow Airbnb, with the consent of the Short Term Rental Accommodation Operator (as defined in License By-Law No. 4450, (the “Host”), to direct Hosts to the City’s business licence for short term rental accommodation (“STRA Licence”) application website.

Airbnb obligations:

- 1.2 Starting on April 18, 2018, Airbnb will include mandatory fields in its platform, which will prompt Hosts, as a prerequisite to listing a new Short Term Rental Accommodation (“STRA”), to (1) input an existing STRA Licence number and (2) consent to the disclosure of the Disclosed Data (as defined below) of the Host.
- 1.3 For Hosts that have listed or list an STRA with Airbnb prior to April 18, 2018, Airbnb will give such Hosts until August 31, 2018 to input a STRA Licence Number. Thereafter, Airbnb will deactivate the listings of such Hosts from its platform until such time that a Host inputs a STRA Licence Number.
- 1.4 Airbnb confirms that it is subject to Regulation 679/2016 (the General Data Protection Regulation) and Irish privacy and data protection law and that it will comply with such laws when disclosing the Disclosed Data to the City.
- 1.5 Subject always to its obligations under Regulation 679/2016 (the General Data Protection Regulation) and Irish and other applicable privacy and data protection law, Airbnb will, commencing on August 1, 2018, provide an API that is available at any time to the City to allow the City to receive data that has been provided by Hosts with listings in the City. Airbnb will queue new submissions to this API on August 1, 2018, September 15, 2018, November 1, 2018, and on a quarterly basis thereafter. This data

("Disclosed Data") will consist of a list of Hosts within the City of Vancouver as of the date of the report, with the Hosts' Personal Information, comprising of (1) Name, (2) STRA Licence Number, (3) Email Address, and (4) the STRA address.

- 1.6 Airbnb will disclose the Disclosed Data to the City using one or more application programming interface(s), data feed(s), data upload(s), file upload(s) and/or data integration(s) (collectively, the "API") and the City will develop and implement an API Client ("the API Client") to receive the Data.
- 1.7 Airbnb shall not be held responsible under any provision of the City's License By-law No. 4450 for information provided by the Host, which may be incomplete or inaccurate. Airbnb shall not be held responsible for any infraction, violation or non-compliance by Hosts under any provision of the City's Zoning By-law No. 3575.

City obligations:

- 1.8 Upon issuance of an STRA Licence, the City will provide both the Host and Airbnb with the Licence number and expiration date of the STRA Licence.
- 1.9 The City will treat the Disclosed Data provided to the City as strictly confidential and will comply with all applicable laws (including applicable privacy laws) with respect to the Disclosed Data. The City agrees that the Disclosed Data is Personal Information, a trade secret and commercial information supplied in confidence by Airbnb. In the event the City receives an access to information request for the Disclosed Data, FIPPA currently legally obligates the City to provide Airbnb with a third party notice and Airbnb now acknowledges that the time provided in FIPPA (21 days) will provide adequate notice and opportunity for Airbnb to seek appropriate legal counsel before the City determines that it will redact and/or release the information to the requesting party. Airbnb acknowledges that FIPPA provides for an appeal by Airbnb of any decision by the City concerning its reply to the third party notice and that the ultimate decision is made by the Privacy and Information Commissioner's Office and/or the courts if an appeal is sought by the applicant, City or Airbnb from there.
- 1.10 The City will only use the Disclosed Data for the purposes of administering, enforcing, and refining City By-Laws No. 3575 and 4450 and will not Process the Disclosed Data for other purposes, including using or disclosing the Disclosed Data for any purpose other than as set out in this MOU.
- 1.11 The City is responsible for verifying the correctness and validity of STRA Licence numbers and exemptions posted by Hosts, and seeking enforcement against Hosts under its by-laws, Airbnb will not be responsible for removing from its platform any listings that have incorrect registration numbers or are otherwise invalid. Similarly, the City may pursue enforcement action against Hosts that have otherwise violated provisions of any City bylaws. Airbnb shall not be responsible for removing listings from its platform that belong to such Hosts that have violated provisions of City bylaws.
- 1.12 For Hosts listing an STRA with Airbnb, the City will not require such Hosts to submit proof of any other licence other than the STRA licence prior to listing an STRA on a platform.

2 PENDING LICENCES AND RENEWALS

- 2.1 For any Hosts that have listed an STRA with Airbnb prior to the Effective Date, Airbnb will not be required by the City to remove such listing from its platform, but the City reserves all legal rights and authority to enforce all of its by-laws against such Host independently of this MOU.
- 2.2 Airbnb will work with the City to develop a system to ensure an efficient licence renewal process for Hosts.

3 MISCELLANEOUS

- 3.1 Merger and Integration: This MOU contains the entire agreement of the Parties with respect to the subject matter of this MOU, and supersedes all prior negotiations, agreements and understandings with respect thereto, with the exception of a Voluntary Collection Agreement which the parties may enter into before or during the term of this MOU.
- 3.2 Counterparts: This MOU may be executed in any number of counterparts, each of which will be deemed an original, and all of which, when taken together, will constitute one and the same instrument. The MOU will become effective when a counterpart has been signed by each Party and delivered to the other Party, in its original form or by electronic mail, facsimile or other electronic means. The Parties hereby consent to the use of electronic signatures in connection with the execution of this agreement, and further agree that electronic signatures to this agreement will be legally binding with the same force and effect as manually executed signatures.
- 3.3 Governing Law/Disputes: This MOU is a legally binding contract and is governed by the laws of British Columbia. The parties now irrevocably agree to resolve any and all disputes under this MOU using courts of competent jurisdiction within British Columbia.

4 TERM

- 4.1 This MOU shall commence on the Effective Date and remain in effect until terminated by either party or if there are material changes to City of Vancouver License By-Law No. 4450, Zoning and Development By-law No. 3575, or any other municipal code provision relating to short-term rentals or Hosts. Either party may terminate this MOU upon 30 days' prior written notice to the other party. This MOU may be modified or amended at the mutual discretion of the parties by written amendment signed by both parties.

5 CONTACT AND NOTICE INFORMATION

5.1 All notices and other communications related to the administration of this MOU will be in writing and delivered to the parties using the following email addresses and/or physical addresses:

Airbnb:

Airbnb Ireland, UC.
Watermarque Building,
South Lotts Road, Ringsend,
Dublin 4, Ireland
Email: legal@airbnb.com
Attention: General Counsel

City:

City of Vancouver
453 West 12th Avenue
Vancouver, BC V5Y 1V4
Attention: Chief Licence Inspector, and
Email: kathryn.holm@vancouver.ca

With a copy to:

City of Vancouver
Director of Legal Services
453 West 12th Avenue
Vancouver, BC V5Y 1V4

Attention: Director of Legal Services

Fax: (604) 873-7445, and
Email: francie.connell@vancouver.ca

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized officers as of the dates set forth below.

AIRBNB:

Airbnb Ireland, UC

City:

City of Vancouver

By: _____

DocuSigned by:
Alan Maher
E44CE55TCFA34E1...

By: _____

Name: Alan Maher

Name: _____

Title: Alternate Director,
Acting for and on behalf of
Eoin Hession, Director
Airbnb Ireland, UC

Title: _____

Date: _____

Date: 4/10/2018