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Autoritat Catalana de Protecció de Dades

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File identification

Resolution of sanctioning procedure no. PS 5/2020, referring to Aigües de Barcelona, Empresa Metropolitana de Gestión del Cicle Integral de l'Igua, SA

Background

1. On 03/21/2019, the Catalan Data Protection Authority received a letter from a person who filed a complaint against Aigües de Barcelona, Empresa Metropolitana de Gestió del Cicle Integral de l'Aigua, SA (hereinafter, Aigües de Barcelona), due to an alleged breach of the regulations on the protection of personal data. Specifically, the complainant explained that on 03/14/2019 he registered with the Barcelona Water Network Office, and verified that, apart from the supply contract corresponding to his address in Sant Feliu de Llobregat, there was a second water supply contract linked to him (contract no. (...)) corresponding to a supply point located in Barcelona, with respect to which he asserted that he had no ties. The complainant added that, in the invoices that were sent by post to the supply point, she was listed as the recipient, so that her data would be disclosed to the person who should be the owner of that contract In turn, he explained that he had also been able to access, through the Online Office, the personal data of the contract holder linked to the supply point located in Barcelona.

The reporting person stated the following and provided various documentation about the events reported.

2. The Authority opened a preliminary information phase (no. IP 85/2019), in accordance with the provisions of article 7 of Decree 278/1993, of November 9, on the sanctioning procedure of application to the areas of competence of the Generalitat, and article 55.2 of Law 39/2015, of October 1, on the common administrative procedure of public administrations (henceforth, LPAC), to determine whether the facts they were likely to motivate the initiation of a sanctioning procedure, the identification of the person or persons who could be responsible and the relevant circumstances involved.

3. In this information phase, on 11/04/2019 the reported entity was required to report, among others, on the reasons why the data of the reporting person were linked to contract no. (...).

4. On 04/26/2019, Aigües de Barcelona responded to the aforementioned request in writing in which it set out, among others, the following:

- That Aigües de Barcelona became aware of the facts set forth on 03/14/2019, the date on which the complainant communicated by telephone that he was not the holder of supply policy number (...).

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- That after carrying out the appropriate checks it was found that the person complainant was not the holder of supply policy no. (...).
- That on 18/03/2019 Aigües de Barcelona proceeded to disconnect the reporting person of contract number (...).
- That the name and surname assignment of the reporting person in policy no. (...) occurred in 2004. The aforementioned assignment was made as a result of a one-off error by the customer service person who manually managed a name change in 2004, wrongly incorporating the name and surname of the reporting person.

5. On 13/02/2020, the director of the Catalan Data Protection Authority agreed to initiate disciplinary proceedings against Aigües de Barcelona for two alleged infringements, both provided for in article 83.5.a), one in relation with article 5.1.d) and the other with article 5.1.f); all of them from Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27 regarding the protection of natural persons with regard to the processing of personal data and the free movement thereof (hereinafter, RGPD). This initiation agreement was notified to the imputed entity on 02/18/2020.

6. On 03/03/2020, Aigües de Barcelona made objections to the initiation agreement.

The accused entity provided various documentation with its letter.

7. On 02/06/2020, the person instructing this procedure formulated a proposed resolution, by which he proposed that the director of the Catalan Data Protection Authority impose on Aigües de Barcelona the sanction consisting of a fine of 5,000.- euros (five thousand euros), as responsible for an infringement provided for in article 83.5.a) in relation to article 5.1.d), both of the RGPD.

This resolution proposal was notified on 06/18/2020 and a period of 10 days was granted to formulate allegations.

8. On 07/03/2020, the accused entity submitted a letter certifying that it had paid in advance three thousand euros (3,000 euros), corresponding to the monetary penalty proposed by the investigating person in the resolution proposal, once the two reductions provided for in article 85 of Law 39/2015 have been applied.

proven facts

As part of the management of the change of ownership of contract no. (...), in 2004 he was linked its ownership of the reporting person's data. The complainant, who was outside the said contract, did not make this request.

This meant that the person reporting here could access, through the Office in Xarxa d'Aigües de Barcelona, to information linked to that contract, such as the name and

surnames and postal address of its holder; as well as the water supply bills linked to that contract.

Likewise, in the event of having registered as a user of the Online Office, the person holding the contract would also have been able to access the DNI, mobile phone number and email address of the reporting person

On 03/14/2019, the complainant brought these facts to the attention of Aigües de Barcelona, who corrected them on 03/18/2019, disassociating the complainant from the payment data linked to contract no. (...).

Fundamentals of law

1. The provisions of the LPAC, and article 15 of Decree 278/1993, according to the provisions of DT 2a of Law 32/2010, of October 1, of the Catalan Data Protection Authority. In accordance with articles 5 and 8 of Law 32/2010, the resolution of the sanctioning procedure corresponds to the director of the Catalan Data Protection Authority.

2. In accordance with article 85.3 of the LPAC, both the recognition of responsibility and the voluntary advanced payment of the proposed monetary penalty lead to the application of reductions. The effectiveness of these reductions is conditioned on the withdrawal or renunciation of any action or appeal through the administrative route against the sanction. For both cases, sections 1 and 2 of article 85 of the LPAC provide for the termination of the procedure.

Although it presented allegations in the initiation agreement, the accused entity has not formulated allegations in the proposed resolution, as it has accepted the options to reduce the amount of the penalty. In this regard, it is considered appropriate to reiterate below the most relevant of the reasoned response that the instructing person gave to the allegations made before the initiation agreement.

2.1. About the harm or damage to the affected people.

In the 1st section of its statement of objections to the initiation agreement, the accused entity stated that *"the alleged facts"* indicated in its first two paragraphs are recognized, *"given that, the complainant was able to access accidentally to the data (...) of another Aigües de Barcelona customer through the Online Office."* Then, he adds that this fact was a consequence *"that Aigües de Barcelona had his data incorrectly registered (name and surname erroneously associated with a policy)"* and that *"it has not been possible to verify that this action has caused any damage or damage to the person affected, not only because the error has had no consequences - good proof of this is that the person affected never communicates the error and neither does the complainant until it is recorded in the Online Office - but also because access was very limited."* On the other hand, the accused entity explained that *"it cannot be said that there have been*

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having seen the complainant's data exposed in the Online Office (...), since the real holder of the contract was never a user of the Online Office."

First of all, as explained by the instructing person in the resolution proposal, it should be noted that Aigües de Barcelona admitted in its statement of objections to the initiation agreement the facts imputed here, except that the person in charge of the disputed contract could have accessed the Office online.

In this last sense, it is necessary to point out that in the facts imputed to the initiation agreement, it was pointed out the possibility that the person holding the contract could view the data of the person making the complaint here, in the event that it was given other

Without prejudice to the above, it is worth saying that the person reporting here provided two invoices issued by Aigües de Barcelona on 01/21/2016 and 01/28/2019, both corresponding to contract no. (...), in which their first and last names and their ID number appeared in the heading.
Also, according to the information contained in the online Office and provided by the complainant, these invoices were sent by *"ordinary mail".* For this reason, it is logical to infer that the person holding that contract was also able to access the aforementioned data of the complainant.

In any case, what is relevant here is that Aigües de Barcelona did not guarantee the accuracy or confidentiality of the data of the person holding that contract, nor of the person making the complaint.

With regard to the eventual lack of damage or prejudice to the affected persons, it is worth saying that the infringing type that is imputed here does not require that these damages or prejudices have been consummated. In any case, this could be a circumstance to be taken into account when determining the penalty to be imposed, as well as the diligence shown by Aigües de Barcelona in correcting the inaccuracy as soon as the reporting person pointed it out to him.

2.2. On the principle of accuracy.

In its statement of objections to the initiation agreement, Aigües de Barcelona considered that the infringement linked to the principle of accuracy would be time-barred, given that it was in 2004 when the first and last names of the person reporting to policy number (...).

In the present case, as indicated in the resolution proposal, we are dealing with a clear case of permanent infringement. In offenses of this nature, the conduct to be prosecuted is consummated in an instant, but the offense remains during the space of time in which the unlawful behavior lasts.

For its part, article 30.2 of LRJSP provides that *"In the case of continuous or permanent infringements, the term begins to run from the end of the infringing conduct."* So,

in these cases the initial day of the calculation of the prescription of the infringement will be delayed with each new infringing commission - in the case of continued infringements - or will not start until the infringing action ceases - in the case of permanent violations-.

So things are, the inaccuracy that took place in 2004 when the water supply service was provided by Sociedad General de Aguas de Barcelona, SA (hereafter SGAB), remained until 03/18/2019, date on which the statute of limitations for the infringement began. Likewise, in accordance with article 72.1 of Organic Law 3/2018, of December 5, on the protection of personal data and guarantee of digital rights (hereinafter, LOPDGDD) the offense for having violated the principle of accuracy prescribes at 3 years (in the present case, it would prescribe on 03/17/2022).

2.3. On the principle of confidentiality.

Regarding the violation of the principle of confidentiality, Aigües de Barcelona stated in its letter of allegations before the initiation agreement that the information that was exposed did not reveal *"any personal circumstances of the complainant or any circumstances relating to the service, beyond the name, surname and ID and the status of holder of a supply policy that did not correspond to him, and therefore, all the consumption data and other information reflected in the invoices, did not correspond to the complainant."*

In this sense, it should be borne in mind that in the present case it is not only imputed that the person holding the contract could access data of the person making the complaint, but also that the person making the complaint could access personal data linked to the third person holder of that contract. In both cases, these people were not authorized to access the other's data.

Next, Aigües de Barcelona explained that, in his opinion, the imputed facts would be an isolated case; that it has not been possible to establish that damage has been caused to the affected person; which have not entailed onerous consequences for the affected person beyond the inconveniences derived from the procedure of the administrative disassociation of the policy number; that the affected person does not belong to any group considered vulnerable in accordance with the provisions of recital 75 of the RGPD; that did not affect the processing of special categories of data; that they cannot be considered very personal data in accordance with the provisions of the European Data Protection Committee; and that the scope and impact of this incident has been very residual or practically insignificant taking into account the type of data affected, the number of records that have been exposed and the degree of their exposure.

Well, the set of circumstances invoked by Aigües de Barcelona did not distort the imputed facts, but could be taken into account when determining the penalty.

2.4. About security breaches.

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Aigües de Barcelona stated in its letter of allegations that it had a security breach management policy, that in 2018 training was given to professionals belonging to the Customer Department and an informative video was broadcast on security violations to all Aigües de Barcelona professionals; and that in June 2019 it was decided to conduct more specific training in relation to the identification of security breaches.

In the present case, however, it must be pointed out that Aigües de Barcelona is not accused of not having notified the Authority of a security breach, although in its letter of 04/26/2019 in response to the request of the Authority in the framework of the previous actions admitted that *"we have detected a deficiency in the application of the Procedure for the Management of Security Violations".*

So things are, as the instructing person pointed out in the resolution proposal, the circumstances invoked do not allow the imputed facts to be distorted, nor should they be taken into account to determine the penalty.

2.5. About other measures implemented.

Next, Aigües de Barcelona stated in its statement of objections to the initiation agreement that it had a management system that prevented the creation of duplicate customers; as well as having the verification digit validation algorithm implemented by the customer registry.

These measures, as indicated by Aigües de Barcelona, would serve to prevent the same customer from being duplicated in its information systems, as well as to verify that the numbering of the DNI is correct by checking the control digit of the DNI (the letter).

However, these measures implemented by Aigües de Barcelona would serve to avoid the duplicity of customers or the inaccuracy in the introduction of the identification document, but would not be adequate to avoid the conduct that is imputed here.

On the other hand, Aigües de Barcelona stated that *"the only way to check the accuracy of the recorded data would have been to maintain direct contact with the parties involved in the contract (remember, for the contracting of a basic and essential service) ".*

In relation to this manifestation, it should be pointed out that in application of the principle of proactive responsibility contained in article 5.2 of the RGPD, as pointed out by the instructing person in the resolution proposal, it is the person responsible who must implement those technical measures and organizational to comply with the principles relating to treatment, such as accuracy and confidentiality.

On the other hand, in relation to the campaign carried out by SGAB between the years 2009 and 2012 to update or check the data relating to the DNI of the holders of a supply contract, since Aigües de Barcelona had detected cases in which the DNI was not properly registered or was not recorded, has proved ineffective in the present case, given that it did not allow

detect the inaccuracy in the ownership of contract number (...), which originated in 2004.

With regard to the *"attention protocol for attention to the rights of the interested parties for the correct management of ARCO+ rights",* it is sufficient to indicate that in the present case it is not imputed to have violated any of the rights contemplated in articles 15 to 22 RGPD

Finally, with regard to the collaboration with the Authority, carried out by Aigües de Barcelona, it should be remembered that the entities that process personal data, either as responsible or in charge of the treatment, have the obligation to assist the control authorities in the exercise of their powers of inspection and control (articles 58.1.e of the RGPD and 19 of Law 32/2010). Likewise, it is also necessary to remember the duty of collaboration of all people with the Administration that exercises the power of inspection, a duty imposed by article 18 of Law 39/2015.

The same must be said regarding other obligations provided for by the regulations on data protection, such as the appointment of a data protection officer.

2.6. On the graduation of the sanction.

At this point, Aigües de Barcelona invoked several criteria that, in its opinion, should be taken into account to mitigate the penalty imposed.

In this regard, as indicated by the instructing person in the resolution proposal, the aforementioned criteria had to be taken into account when determining the penalty.

Having said that, Aigües de Barcelona also pointed out in its statement of objections to the proposed resolution that *"it cannot be considered that the facts entail a substantial violation of article 5.1.d) and 5.1.f) of the RGPD, action subject to the sanctioning type of article 83.5 of the RGPD, given that they do not have enough entity to be sanctioned within the framework of the present procedure."* And he added that there were resolutions issued by the APDCAT where, in cases of similar errors, proceedings had been archived when it was found that corrective measures had been implemented aimed at correcting or avoiding the eventual non-compliance of one of the principles established in article 5 RGPD, as well as by verifying that no damage had been caused to the affected person, and, therefore, it was concluded that the facts that are the subject of the present procedure did not have the entity sufficient to consider the initiation of a disciplinary procedure appropriate.

First of all, as pointed out by the instructing person in the resolution proposal, it must be said that generally in the face of a breach of the regulations on data protection, a disciplinary procedure should be initiated. And, in any case, the accused entity did not identify any previous resolution on file in which the invoked solution had been chosen, which allowed
to infer that the facts and circumstances concurrent there would not be comparable to the present case.

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Without prejudice to the above, it must be taken into account that in the present case it is considered that Aigües de Barcelona committed two infringements (one for having violated the principle of accuracy, and the other for having infringed the principle of confidentiality); that the inaccuracy has been maintained since 2004; as well as that Aigües de Barcelona is a repeat offender in the treatment of inaccurate data of its customers (PS 26/2016).

3. In relation to the events described, it is considered that they violate the principles of accuracy (Article 5.1.d of the RGPD) and data confidentiality (Article 5.1.f RGPD).

Firstly, article 5.1.d) of the RGPD regulates the principle of accuracy establishing that personal data will be *"exact and, if necessary, updated; all reasonable measures will be taken to delete or rectify without delay the personal data that are inaccurate with respect to the purposes for which they are processed".*

And, secondly, article 5.1.f) of the RGPD regulates the principle of confidentiality determining that personal data will be *"treated in such a way as to guarantee an adequate security of personal data, including protection against treatment unauthorized or illegal and against accidental loss, destruction or damage, through the application of appropriate technical or organizational measures".*

For its part, article 5 of the LOPDGDD has regulated the duty of confidentiality in the following terms:

> *"1. Those responsible and in charge of data processing as well as all the people who intervene in any phase thereof are subject to the duty of confidentiality referred to in article 5.1.f) of Regulation (EU) 2016/679.*
> *2. The general obligation indicated in the previous section is complementary to the duties of professional secrecy in accordance with its applicable regulations.*
> *3. The obligations established in the previous sections remain even if the obligee's relationship with the person in charge or person in charge of the treatment has ended."*

The facts described in the proven facts section are constitutive of an infringement provided for in article 83.5.a) in relation to articles 5.1.d); and also, of an infringement provided for in the same article 83.5.a) in relation to article 5.1.f); all of them from the RGPD.

Article 83.5.a) of the RGPD, typifies as an infringement, the violation of the *"basic principles of the treatment, including the conditions for consent pursuant to articles 5, 6, 7 and 9",* among which they contemplate both the principle of accuracy (art. 5.1.d RGPD), and the principle of confidentiality (art. 5.1.f RGPD).

For their part, these behaviors have also been included as a very serious infringement in articles 72.1.a) and 72.1.i) of the LOPDGDD, in the following form:

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"a) The processing of personal data that violates the principles and guarantees established by article 5 of Regulation (EU) 2016/679. (...)
i) The violation of the duty of confidentiality established in article 5 of this Organic Law."

In the present case, as indicated by the instructing person, it is considered that both infractions are linked in the sense that one of the infractions (the violation of the principle of accuracy) has entailed the commission of the other (the violation of the principle of confidentiality).

In this sense, article 29.5 of the LRJSP provides that *"When the commission of one offense necessarily leads to the commission of another or others, only the penalty corresponding to the most serious offense committed must be imposed ."*

In the present case, in which the two offenses committed are provided for in article 83.5.a) of the RGPD (which refers to both the violation of the principle of accuracy and the principle of confidentiality), the conduct described in proven facts, due to their connection, should only be sanctioned for the violation of the principle of accuracy, given that the violation of the principle of confidentiality would be a consequence of the first violation.

4. As Aigües de Barcelona is a private law entity, the general penalty regime provided for in article 83 of the RGPD applies.

Article 83.5 of the RGPD provides for a maximum fine of 20,000,000 euros, or in the case of a company, an amount equivalent to a maximum of 4% of the total annual business volume total of the previous financial year, opting for the higher amount. This, without prejudice to the fact that, as an additional or substitute, the measures provided for in clauses a) ah) ij) of Article 58.2 RGPD may be applied.

In the present case, as explained by the investigating person in the resolution proposal, the possibility of substituting the sanction of an administrative fine with the sanction of reprimand provided for in article 58.2.b) RGPD should be ruled out, given that the alleged facts affect the essence of the principles of accuracy and confidentiality.

Once the application of the reprimand as a substitute for the administrative fine has been ruled out, the amount of the administrative fine to be imposed must be determined.

Article 83.2 of the RGPD determines the following, regarding the graduation of the amount of the administrative fine:

"2. The administrative fines will be imposed, depending on the circumstances of each individual case, as an additional or substitute for the measures contemplated in article 58, section 2, letters a) ah) yj). When deciding the imposition of a

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administrative fine and its amount in each individual case will be duly taken into account:

a) the nature, gravity and duration of the infringement, taking into account the nature, scope or purpose of the processing operation in question as well as the number of interested parties affected and the level of damages and losses they have suffered;

b) intentionality or negligence in the infringement;
c) any measure taken by the person responsible or in charge of the treatment to alleviate the damages and losses suffered by the interested parties;
d) the degree of responsibility of the person in charge or of the person in charge of the treatment, given the technical or organizational measures that have been applied by virtue of articles 25 and 32;
e) any previous infringement committed by the person in charge or the person in charge of the treatment;
f) the degree of cooperation with the control authority in order to remedy the infringement and mitigate the possible adverse effects of the infringement;
g) the categories of personal data affected by the infringement;
h) the way in which the control authority became aware of the infringement, in particular if the person in charge or the manager notified the infringement and, if so, to what extent;

i) when the measures indicated in article 58, paragraph 2, have been previously ordered against the person in charge or the person in charge in relation to the same matter, the fulfillment of said measures;
j) adherence to codes of conduct under article 40 or certification mechanisms approved under article 42, and
k) any other aggravating or mitigating factor applicable to the circumstances of the case, such as the financial benefits obtained or the losses avoided, directly or indirectly, through the infringement."

In turn, article 76.2 of the LOPDGDD provides that, apart from the criteria established in article 83.2 RGPD, the following can also be taken into account:

"a) The continuing nature of the infringement.
b) Linking the offender's activity with the practice of processing personal data.

c) The profits obtained as a result of the commission of the infringement.
d) The possibility that the conduct of the affected person could have led to the commission of the offence.
e) The existence of a merger process by absorption subsequent to the commission of the infringement, which cannot be imputed to the absorbing entity.
f) Affecting the rights of minors.
g) Have, when not mandatory, a data protection delegate.

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h) The submission by the person in charge or person in charge, voluntarily, to alternative conflict resolution mechanisms, in cases where there are disputes between them and any interested party."

According to what is established in articles 83.2 RGPD and 76.2 LOPDGDD, and also in accordance with the principle of proportionality enshrined in article 29 of Law 40/2015, a penalty of 5,000 euros (five thousand euros) must be imposed. This quantification of the fine is based on the weighting between the aggravating and mitigating criteria indicated below.

As mitigating criteria, the concurrence of the following causes is observed:

- The reduced number (2) of affected persons and the level of damages suffered by the affected persons (art. 83.2.a RGPD).
- The lack of intentionality (83.2.b RGPD).
- The category of personal data affected by the infringement - there is no evidence that it affected special categories of data - (art. 83.2.g RGPD).
- The lack of benefits as a result of the commission of the offense (art. 83.2.k RGPD and 76.2.c LOPDGDD).
- And, especially, the measures taken by the accused entity to mitigate the damages caused, consisting of disassociating from contract no. (...), the data of the reporting person when he/she communicated it (art. 83.2.c RGPD).

On the contrary, as aggravating criteria, the following elements must be taken into account:

- The nature and seriousness of the infringement, since it has involved two disclosures of data (art. 83.2.a RGPD).
- Infractions previously committed by Aigües de Barcelona - sanctioning procedures numbers PS 26/2016 and PS 36/2019 (art. 83.2.e RGPD).
- Linking the offender's activity with the practice of processing personal data (art. 83.2.ki 76.2.b LOPDGDD).

5. On the other hand, in accordance with article 85.3 of the LPAC and as stated in the initiation agreement, if before the resolution of the sanctioning procedure the accused entity acknowledges its responsibility or does the voluntary payment of the pecuniary penalty, a 20% reduction must be applied on the amount of the provisionally quantified penalty. If the two aforementioned cases occur, the reduction is applied cumulatively (40%).

As has been advanced, the effectiveness of the aforementioned reductions is conditional on the withdrawal or renunciation of any action or appeal through the administrative route against the sanction (art. 85.3 of the LPAC, *in fine).*

Well, as indicated in the antecedents, by means of a letter dated 07/03/2020, the imputed entity has implicitly acknowledged its responsibility. Likewise, through said writing

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has proven to have paid in advance three thousand euros (3,000 euros), corresponding to the amount of the penalty resulting once the cumulative reduction of 40% has been applied.

6. Given the findings of the violations provided for in art. 83 of the RGPD in relation to privately owned files or treatments, article 21.3 of Law 32/2010, of October 1, of the Catalan Data Protection Authority, empowers the director of the Authority for the resolution declaring the infringement to establish the appropriate measures so that its effects cease or are corrected. In the present case, as the instructing person explained in the resolution proposal, corrective measures should not be required, given that Aigües de Barcelona regularized the irregular situation, disassociating the complainant here from the controversial supply contract.

resolution

For all this, I resolve:

1. To impose on Aigües de Barcelona, Empresa Metropolitana de Gestió del Cicle Integral de l'Aigua, SA the sanction consisting of a fine of 5,000.- euros (five thousand euros), as responsible for an infringement provided for in the article 83.5.a) in relation to article 5.1.d), both of the RGPD. Once the reductions provided for in article 85 of the LPAC have been applied, the resulting amount is three thousand euros (3,000 euros), an amount already paid by Aigües de Barcelona.

It is not necessary to require corrective measures to correct the effects of the infringement, in accordance with what has been set out in the 6th legal basis.

2. Notify this resolution to Aigües de Barcelona.

3. Order that this resolution be published on the Authority's website (apdcat.gencat.cat), in accordance with article 17 of Law 32/2010, of October 1.

Against this resolution, which puts an end to the administrative process in accordance with articles 26.2 of Law 32/2010, of October 1, of the Catalan Data Protection Authority, and 14.3 of Decree 48/2003 , of February 20, by which the Statute of the Catalan Data Protection Agency is approved, the imputed entity can file, with discretion, an appeal for reinstatement before the director of the Catalan Data Protection Authority Data, within one month from the day after its notification, in accordance with the provisions of article 123 et seq. of the LPAC. You can also directly file an administrative contentious appeal before the administrative contentious courts, within two months from the day after its notification, in accordance with articles 8, 14 and 46 of Law 29/1998, of July 13, regulating the administrative contentious jurisdiction.

If the imputed entity expresses to the Authority its intention to file an administrative contentious appeal against the final administrative decision, the decision will be provisionally suspended in the terms provided for in article 90.3 of the LPAC.

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Likewise, the imputed entity can file any other appeal it deems appropriate to defend its interests.

The director,