

Memorandum of Understanding

THIS ARRANGEMENT, made in quintuplicate, is effective as of the 15th day of December, 2014

BETWEEN

THE TRANSPORT CANADA AVIATION SECURITY DIRECTORATE
(HEREINAFTER REFERRED TO AS "TC")

AND

THE ROYAL CANADIAN MOUNTED POLICE
(HEREINAFTER REFERRED TO AS "RCMP")

THE CANADIAN SECURITY INTELLIGENCE SERVICE
(HEREINAFTER REFERRED TO AS "CSIS")

THE CANADA BORDER SERVICES AGENCY
(HEREINAFTER REFERRED TO AS "CBSA")

CANADIAN AIR TRANSPORT SECURITY AUTHORITY
(HEREINAFTER REFERRED TO AS "CATSA")

Collectively referred to as the "Participants"

BACKGROUND

Transport Canada has introduced airport security programs under the *Canadian Aviation Security Regulations, 2012*;

Given the significant social and economic impacts that an act or attempted act of unlawful interference with civil aviation¹ could have for Canada, the Participants recognize that the exchange of information, as appropriate and authorized by their respective mandates, may be able to further contribute to the safety and security of Canadians, Canadian infrastructure and transportation;

Under airport security program requirements, Class 1 aerodrome operators will invite the Participants to take part in a Multi-Agency Advisory Committee (MAAC) to advise and/or liaise with the aerodrome operators on threats and risk to aviation security as part of their security risk assessments and plans;

This Memorandum of Understanding (MOU) is to confirm the Participants' support to aerodrome operators in carrying out the relevant elements of their airport security program obligations through active engagement in the MAAC, as set out in Section 3 Commitments below. The Participants' membership in the MAAC will be undertaken in accordance with each individual Participants' legislated mandate. This MOU does not obligate nor should it be construed to mean that any Participant is to alter or change the manner in which it exercises its mandate.

MOU Participants, as MAAC members, will continue to respect and promote the values reflected in, and the rights and freedoms guaranteed by, the *Canadian Charter of Rights and Freedoms* and the *Privacy Act*.

1. DEFINITIONS

For the purposes of this MOU, the following definitions apply:

- 1.1 **"Airport security program"** includes formalized, documented and maintained systems intended to help an organization manage aviation security in a way that is comprehensive, integrated, coordinated and risk-based in compliance with the requirements of section 191 of the *Canadian Aviation Security Regulations, 2012*.
- 1.2 **"Airport security risk assessment"** means an assessment that includes identification, assessment and prioritization of aviation security risks by assessing the following: threats, critical assets of an aerodrome, vulnerabilities, and the impact of an aviation security incident or potential incident, at a minimum, on public safety and security, economic financial loss, and loss of public confidence in compliance with section 191(3)(e) and section 197 of the *Canadian Aviation Security Regulations, 2012*.
- 1.3 **"Airport security plan"** means a document that includes a summary of an aerodrome operator's risk management strategies as a result of the security risk assessment, an aerodrome operator's strategy to detect, prevent, respond to and recover from acts or attempted acts of unlawful interference with civil aviation, and a menu of additional safeguards

to mitigate heightened risk conditions in compliance with section 191(3)(f) and section 202 of the *Canadian Aviation Security Regulations, 2012*.

1.4 "Multi-agency advisory committee" (MAAC) means any consultative or advisory body, established in accordance with written terms of reference, that advises the operator of an aerodrome on aviation security threats and risks, and promotes the sharing of information respecting aviation security at the aerodrome.

2. PURPOSE AND SCOPE

2.1 Forming a MAAC is a regulatory requirement for Class 1 aerodrome operators as part of their security program. The purpose of this Memorandum of Understanding (MOU) is to establish the Participants' involvement in Multi-Agency Advisory Committees (MAAC) at Class 1 aerodromes in Canada.

2.2 MAACs are to be established by the airport operator at the local level to ensure a forum is available at the airport to liaise with partners and/or exchange relevant information respecting aviation security. Where legislated mandates permit and circumstances allow, Participants would provide their expertise on threats, as well as on vulnerabilities, impact and risk management to the aerodrome operator through the local MAAC.

2.3 Dissemination and exchange of relevant information, and liaison among partners are essential to maintaining effective aviation security programs and will enable aerodrome operators to adjust their operations as appropriate in response to changing risk conditions, as well as to specific or general threats. The Participants to this MOU are an important source of this information and have aviation security knowledge and expertise that can be brought to bear in the development and implementation of an effective airport security program.

2.4 Security risk assessments and security plans are also regulatory requirements for Class 1 aerodrome operators as core elements of their security programs. MAACs would be specifically instrumental in assisting aerodrome operators carrying out their security risk assessment and devising their security plan.

2.5 Class 1 aerodrome operators require ongoing threat and risk information, because their security risk assessment and resultant security plan must be periodically reviewed and updated, as appropriate, with relevant input from the Participants.

3. COMMITMENTS

3.1 Promoting and coordinating aviation security through information sharing and/or liaison for completing an aerodrome operator's security risk assessment and advising on the design of a resultant security plan. Aerodrome operators will establish a MAAC and invite the following Participants to contribute their expertise:

- Transport Canada
- Royal Canadian Mounted Police
- Canadian Security Intelligence Service
- Canada Border Services Agency
- Canadian Air Transport Security Authority
- Police of local jurisdiction

3.2 Commitments of the Participants

3.2.1 The Participants, as important security partners at Class 1 airports, and as Multi-Agency Advisory Committee members, acknowledge the benefits of effective collaboration and partnership between aerodrome operators and themselves in identifying local aviation security threats.

3.2.2 As MAAC members, the Participants will, consistent with their respective legislated mandates and as appropriate to the circumstances, liaise with and advise the aerodrome operator on its airport security risk assessment, its airport security plan generally, contribute to the aerodrome operator's assessment of local aviation security risks, as well as the development and implementation of the most effective local response, which may include:

- sharing information respecting previous incidents at that site or similar types of sites or the occurrence of incidents that may be common to the type of local facility or operations;
- assessing international, national or regional circumstances, developments, or trends in aviation that might have local relevance or significance to an aerodrome operator's security;
- sharing information concerning local aviation security vulnerabilities relating to methods of acts or attempted acts of unlawful interference with civil aviation such as, but not limited to, tactics, targeting, explosives, weapons and concealment techniques; or
- assisting in identifying high and medium aviation security risks, helping develop appropriate and effective local actions to be taken to manage such risks, as well as advising on the particular responses aerodrome operators could take to address heightened risk conditions.

3.2.3 The Participants agree to ensure that their representatives as MAAC members will have the appropriate knowledge and authority to liaise and/or share information as appropriate to effectively contribute to MAAC meetings.

3.2.4 The Participants, as Multi-Agency Advisory Committee members agree to share information, when possible, regarding significant changes to the national or local aviation security threat environment that may trigger the update of an aerodrome operator's security risk assessment and plan, or cause an increase in security posture in heightened threat conditions.

3.2.5 The Participants, as Multi-Agency Advisory Committee members will promote the sharing of best practices and leverage expertise in aviation security at the aerodrome.

3.2.6 The Participants, as Multi-Agency Advisory Committee members will help coordinate the sharing of information, where possible, related to aviation security at the aerodrome and the actions to be taken in response to the sharing of that information.

3.2.7 The Participants, as Multi-Agency Advisory Committee members will build partnerships with aerodrome operators who have their own aviation security expertise and context.

4. DISCLOSURE AND USE OF INFORMATION

4.1 Any information sharing and/or liaising with aerodrome operators and any Participants to this MOU through the MAAC is to be undertaken in accordance with the authorities and restrictions set out in each respective Participants' enabling legislation, and is subject to all other applicable law. Information sharing and/or liaison through the MAAC are to fulfill the Purposes of this MOU as set out in Section 2.

4.2 Secret information will be shared only with MAAC members who have been granted a Government of Canada secret security clearance.

4.3 MAAC members must store, retain, handle, and dispose of any shared aviation security related information in accordance with the Policy on Government Security and any other applicable law.

4.4 MAAC members shall only disclose information in conformity with fundamental rights and freedoms and the enabling legislation of the MOU Participant that the MAAC member represents.

5. PARLIAMENT NOT FETTERED

5.1 Nothing in this MOU prohibits, restricts or affects the right or power of the Parliament of Canada to enact any laws whatsoever with respect to any area of law for which the Parliament of Canada has legislative jurisdiction, even if the enactment of any such law affects this MOU, its interpretation or the commitments of any Participant.

6. MINISTER NOT FETTERED

6.1 Nothing in this MOU derogates or otherwise fetters the ability of any Minister to regulate, administer, manage, or otherwise deal with transportation safety and security and all attendant matters thereto.

7. NOT LEGALLY BINDING

7.1 The Participants acknowledge that this MOU - excluding Section 4 Disclosure and Use of Information - does not create any enforceable legal or equitable rights or any obligations, but merely serves to document the parameters that have been set and the areas in which discussions have been held in which understandings in principle have been reached.

8. RELEASE

8.1 The Participants further acknowledge that any Participant that acts to its detriment in reliance on this MOU or any part thereof, or in reliance on any representations by any other Participant, its officer, employees or agents, does so without recourse to any other of the Participants.

9. FINANCIAL ARRANGEMENTS

9.1 The Participants will bear their own costs under this arrangement.

10. EFFECTIVENESS AND RENEWAL

10.1 This MOU is operative for five years after the date on which it is effective.

10.2 This MOU may be renewed in writing with the agreement of the participants for another five years.

11. REVIEW AND AMENDMENT

11.1 Implementation and ongoing application of this MOU is subject to annual review by the Participants to this MOU.

11.2 The subject-matter and any contents of this MOU, particularly Section 2 Purpose and Scope, and Section 3 Commitments, is subject to review five years after the date on which it is effective.

11.3 This MOU may be amended by written agreement of all the Participants.

12. DISPUTE RESOLUTION

- 12.1 If a dispute arises out of, or in connection with any matter related to the implementation or ongoing application of this MOU, the Participants will refer it to their appropriate representative(s) for resolution with the Director General of Aviation Security at Transport Canada who will use all best efforts to resolve the matter.
- 12.2 In the event of a dispute that cannot be resolved as per clause 12.1 of this MOU, the Participants will refer it to the appropriate officers set out in Annex B of this MOU.
- 12.3 Any change to Annex A will take effect upon written notification thereof to the other Participants.

13. NOT ENTIRE UNDERSTANDING

- 13.1 This MOU does not represent the entire understanding between the Participants on the issue of sharing information related to aviation security or any other related information or data of any kind, and does not supersede, replace or otherwise impact any prior arrangements, communications, negotiations or agreements, whether bilateral or between any group of the Participants, whether written or oral, concerning sharing information related to aviation security and any other related information.

14. TERMINATION


- 14.1 A Participant may terminate its participation in this MOU upon thirty (30) days' written notice to the Director General, Aviation Security, Transport Canada. In the event of any Participant's termination, the MOU continues in effect with respect to the remaining Participants.
- 14.2 Termination does not release any Participant to this MOU or MAAC member from any responsibility it accrued while the MOU was in effect. All limitations on the disclosure and the use of information survive termination.

15. EFFECTIVE DATE

- 15.1 This MOU will become effective upon [the execution of all required signatures to this MOU / the date of the coming into force of the applicable airport security program regulation].

Signed by the authorized officers of the Participants:

For TC:



Brenda Hensler-Hobbs
Director General, Aviation Security
Transport Canada

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ACCESS TO INFORMATION ACT.
REVISÉ PAR LE SCRS EN VERTU DE LA LOI
SUR LA PROTECTION DES RENSEIGNEMENTS
PERSONNELS ET/OU DE LA LOI SUR L'ACCÈS
À L'INFORMATION.

For the RCMP:

James Malizia
Assistant Commissioner, Federal Policing Operations
Royal Canadian Mounted Police

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For CSIS:

Assistant Director, Collections
Canadian Security Intelligence Service

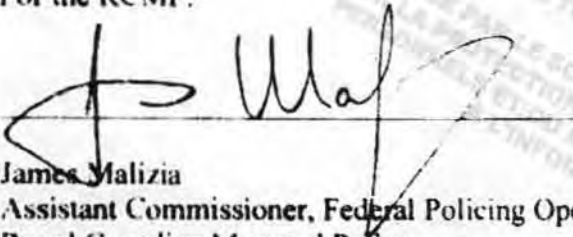
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À L'INFORMATION.

Signed by the authorized officers of the Participants:

For IC:

Laureen Kinney
Associate Assistant Deputy Minister
Safety and Security
Transport Canada

For the RCMP:



James Malizia
Assistant Commissioner, Federal Policing Operations
Royal Canadian Mounted Police

For CSIS:

Assistant Director, Collections
Canadian Security Intelligence Service

Signed by the authorized officers of the Participants:

For IC:

Lauren Kinney
Associate Assistant Deputy Minister
Safety and Security
Transport Canada

For the RCMP:

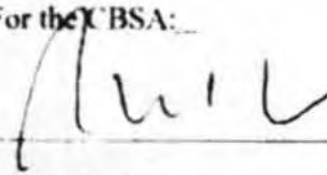
Superintendent Scott Doran
Director General, Federal Policing Criminal Operations
Royal Canadian Mounted Police

For CSIS:

2015-04-22

Assistant Director, Collection
Canadian Security Intelligence Service

For the CBSA:

 FEB 19 2015

Richard Wex
Vice President, Programs Branch
Canada Border Services Agency

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À L'INFORMATION.

For CATSA:

Neil Parry
Vice President, Service Delivery
Canadian Air Transport Security Authority

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For the CBSA:

Cathy Munroe
Vice President, Programs Branch
Canada Border Services Agency

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For CATSA:



Neil Parry
Vice President, Service Delivery
Canadian Air Transport Security Authority

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ANNEX A

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ANNEX B

For TC:

Laureen Kinney
Associate Assistant Deputy Minister
Safety and Security
Transport Canada

For the RCMP:

Superintendent Scott Doran
Director General, Federal Policing Criminal Operations
Royal Canadian Mounted Police

For CSIS:

Assistant Director, Collections
Canadian Security Intelligence Service

For the CBSA:

Cathy Munroe
Vice President, Programs Branch
Canada Border Services Agency

For CATSA:

Neil Parry
Vice President, Service Delivery
Canadian Air Transport Security Authority

ANNEX B – REVISED*

* Revised on March 3, 2015 to reflect final signatures

For TC:

Brenda Hensler-Hobbs
Director General, Aviation Security
Transport Canada

For the RCMP:

James Malizia
Assistant Commissioner, Federal Policing Operations
Royal Canadian Mounted Police

For CSIS:

Assistant Director, Collections
Canadian Security Intelligence Service

For the CBSA:

Richard Wex
Vice President, Programs Branch
Canada Border Services Agency

For CATSA:

Neil Parry
Vice President, Service Delivery
Canadian Air Transport Security Authority