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 RÉVISÉ 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.

**SECRET**

**MEMORANDUM OF UNDERSTANDING  
(MOU)**

Between  
**THE CANADIAN SECURITY INTELLIGENCE SERVICE  
(CSIS)**

And

**THE COMMUNICATIONS SECURITY ESTABLISHMENT  
(CSE)**

collectively referred to as the 'parties'

Concerning an arrangement for ongoing cooperation on information and intelligence collection, information sharing and operational support

PROCESSED BY CSIS UNDER THE PROVISIONS OF THE PRIVACY ACT AND/OR ACCESS TO INFORMATION ACT.  
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**PREAMBLE**

WHEREAS pursuant to section 12 of the *Canadian Security Intelligence Service Act (CSIS Act)*, the duties and functions of CSIS include the collection, by investigation or otherwise, to the extent that is strictly necessary, and the analysis and retention of information and intelligence respecting activities that may on reasonable grounds be suspected of constituting threats to the security of Canada;

WHEREAS pursuant to section 15 of the *CSIS Act*, CSIS may conduct such investigations as are required for the purpose of providing security assessments pursuant to section 13 or advice pursuant to section 14 of the *CSIS Act*.

WHEREAS pursuant to section 16 of the *CSIS Act*, with the personal consent in writing of the Minister of Public Safety and in relation to the defence of Canada or the conduct of international affairs of Canada, the Service may assist the Minister of National Defence or the Minister of Foreign Affairs in the collection within Canada of information or intelligence relating to the capabilities, intentions or activities of foreign states or persons;

WHEREAS pursuant to subsection 17(1) of the *CSIS Act*, CSIS may, with the approval of the Minister of Public Safety, enter into an arrangement or otherwise cooperate with any department of the Government of Canada;

WHEREAS pursuant to subsection 19(2) of the *CSIS Act*, CSIS may disclose information obtained in the performance of its duties for the purposes of performing its obligations under the Act, including the duty to advise the Government of Canada;

WHEREAS pursuant to section 21 of the *CSIS Act*, the Director of CSIS or a designated employee may, with the approval of the Minister of Public Safety, apply for and obtain warrants to enable CSIS to investigate a threat to the security of Canada or perform its duties and functions under section 16 of the *CSIS Act*;

WHEREAS pursuant to paragraph 273.64 (1) (a) of the *National Defence Act (NDA)*, the mandate of CSEC includes the acquisition and use of information from the global information infrastructure for the purpose of providing foreign intelligence in accordance with the Government of Canada intelligence priorities;

WHEREAS pursuant to paragraph 273.64 (1) (b) of the *NDA*, the mandate of CSE includes provision of advice, guidance and services to help ensure the protection of electronic information and of information infrastructures of importance to the Government of Canada; and

WHEREAS pursuant to paragraph 273.64 (1) (c) of the *NDA*, the mandate of CSE includes the provision of technical and operational assistance to federal law enforcement and security agencies in the performance of their lawful duties.

The parties have reached the following understanding:

**SECTION 1: PURPOSE**

1.1 The purpose of this MOU is to:

- (a) establish an arrangement under which the two organizations will continue to cooperate for the purpose of information and intelligence collection, information sharing and operational support in accordance with their respective mandates; and
- (b) provide for the disclosure and safeguarding of information shared between the parties to this arrangement.

**SECTION 2: DEFINITIONS**

2.1 In this MOU, the terms listed below will have the following meanings:

"Arrangement" refers to arrangements subject to the approval of the Minister of Public Safety under section 17(1) of the *CSIS Act* and, for greater clarity, includes the arrangement described in this MOU;

"Foreign intelligence" is defined in section 273.61 of the *NDA*;

"MOU" means this Memorandum of Understanding and, for greater clarity, includes all of its annexes.

"Operational Support" is defined generally as the logistical, financial, technical, analytical or personnel assistance that CSIS or CSE may, subject to applicable law, provide to the other to support the operational activities carried out by the other;

"Threats to the security of Canada" is defined in section 2 of the *CSIS Act*; and

"Working agreement" means an agreement between the parties to carry out the steps necessary to implement the arrangement described in this MOU, and includes efforts to limit duplication of work.

**SECTION 3: SCOPE OF COOPERATION****Cooperation in Information and Intelligence Collection and Information Sharing****3.1 The parties will:**

- (a) cooperate to the greatest extent practicable within their respective legal authorities and mandates on the collection and sharing of information or intelligence, without compromising intelligence assets, sources or methods, while recognizing the legal rights of Canadians inside and outside Canada, as well as those of any person in Canada;
- (b) as appropriate within each party's legislative and policy frameworks, share the most accurate, complete and timely information and intelligence as it relates to each party's mandates, intelligence requirements and priorities, including updates and re-assessment of the intelligence to the extent possible;
- (c) adhere to the general principles listed below which govern the retention, use and disclosure of information and intelligence received from the other party, including the need-to-know principle:
  - (i) administer, maintain, and dispose of information exchanged in accordance with the law that applies to record retention and personal information and all applicable policies and guidelines;
  - (ii) use the information provided by the other party solely for the purpose for which it was provided;
  - (iii) comply with Canada's *Privacy Act*, *Library and Archives of Canada Act* and any other applicable laws, in addition to relevant Government of Canada policies, such as the Policy on Government Security (PGS), specifically the section that relates to the distribution, maintenance, and storage of such information;
  - (iv) not disseminate the information to any third party without the prior written consent of the originator, except as required by law, in which case prior notice must be provided to the originator; and
  - (v) ensure all information and intelligence exchanged will be protected against unlawful or accidental disclosure, while all caveats and classifications imposed by either party will remain attached and will be fully respected.

**Cooperation in Operational Support**

3.2 The parties will:

- (a) provide operational support to each other, when appropriate, in relation to their respective mandates;
- (b) assist each other
- (c)
- (d) cooperate
- (e) exchange employees, when appropriate.

**Compliance**

3.3 Each party shall comply with any policies, procedures or guidelines that the other may make for the handling of intelligence provided by it. The parties are free to propose alternative procedures pursuant to their own policies and approvals to suit the circumstances of a particular case. If agreed to by both parties, such alternative procedures will be implemented as specified.

**Implementation**

3.4 Recognizing that the effectiveness of this arrangement between the parties will require carrying out specific measures, the parties will jointly enter working agreements to implement the cooperation described in this section. Such working agreements will be outlined and annexed to this MOU.

3.5 Working agreements between the parties to implement this arrangement will be limited by the scope of this arrangement. Nothing in this MOU will be construed to preclude separate arrangements.

**SECTION 4: MOU GOVERNANCE**

**Heads of Institution**

4.1 The parties are represented by their respective Head of Institution, who act as signatories to this MOU. For the purposes of this MOU, the Heads of Institution are:

- a) for CSIS,  
  
Director  
Canadian Security Intelligence Service

- b) for CSE,  
  
Chief  
Communications Security Establishment

**Designated Representatives and Points of Contact**

4.2 The Designated Representatives are responsible for the overall management of this MOU. For the purposes of this MOU, the Designated Representatives are:

- a) for CSIS,  
  
Assistant Director Technology

- b) for CSE,  
  
Director General  
Policy and Communications

4.3 It is recognized that within each organization, the respective Directors General responsible for a particular subject or operational area will be the primary points of contact for the exchange of information relevant to that particular subject or operational area.

4.4 The parties will ensure that a method is in place for tracking the provision and receipt of information.

**Joint Management Teams**

- 4.5 The parties agree to regular and ongoing engagement through Joint Management Teams (JMTs).
- 4.6 The Executive JMT, consisting of the Director, CSIS, the Chief, CSE, and their respective executive level managers who report to them directly, will meet on a regular basis to address issues of mutual interest and to modify or confirm priority activities for cooperation. These Executive JMT meetings will occur on a bi-annual basis or as required.
- 4.7 The Assistant Deputy Minister JMT, consisting of the Deputy Chief SIGINT, CSE, and the Assistant Director Technology, CSIS, and their respective executives will report progress to the Executive JMT on outstanding issues, maintain a cooperation priorities list, and provide recommendations as necessary.
- 4.8 Working groups may be established by either of the JMTs for the purpose of addressing specific matters, including those relating to the administration of this MOU as well as any measure described in its annexes.

**Dispute Resolution**

- 4.9 Any dispute arising from the interpretation or operation of the arrangement described in this MOU or its annexes shall be referred to the Assistant Deputy Minister JMT. These discussions will also include the Director General for Policy and Communications at CSE and the Director General for Policy, at CSIS. As necessary, unresolved issues will be elevated to the Executive JMT.

**SECTION 5: INFORMATION MANAGEMENT****Loss or Unauthorized Disclosure**

- 5.1 The parties agree that in the event of the loss or unauthorized disclosure or dissemination by one party of the other party's classified information, the party responsible for the loss, disclosure or dissemination will advise the other immediately of its discovery and will assist in preparing a damage assessment.

**Amendment of Personal Information**

- 5.2 The parties will ensure that a method is in place for tracking the provision and receipt of personal information as defined in section 3 of the *Privacy Act*. Should any personal



information provided by one party to the other be amended by way of correction or notation, the party which provided the information will provide in writing the correction or notation to the other party pursuant to the provisions of the Privacy Act.

## SECTION 6: ADMINISTRATIVE AND FINANCIAL ARRANGEMENTS

- 6.1 The parties will be responsible for any costs incurred to meet their respective administrative obligations contained within this MOU, such as, but not limited to, maintaining secure office facilities, including the acquisition of approved security containers, telecommunications equipment, electronic equipment, room and building design.

## SECTION 7: EFFECTIVE DATE, AMENDMENT AND TERMINATION

### Effective Date

- 7.1 This MOU will commence on the date on which it is signed by the last of the parties and will remain in effect until it is terminated in accordance with the procedure set out in this MOU.

### Amendment

- 7.2 This MOU may be amended at any time upon mutual consent of the parties. Such amendment will be effected by an exchange of letters between the signatories to this MOU. Amendments may not change the nature and scope or alter the substance of the arrangement described in this MOU.
- 7.3 Annexes to this MOU may be amended at anytime upon mutual consent of the parties as represented by their Designated Representatives. Amendments to the annexes may not change the nature and scope or alter the substance of the arrangement described in this MOU.
- 7.4 Changes being considered or proposed to legislation, policy or operations by either CSE or CSIS, which may impede the function of this MOU, shall be the subject of early consultations between representatives of the parties.

**Termination**

7.5 Either the Chief, CSE or the Director, CSIS may terminate this MOU at anytime by providing, in writing, 60 days notice of intention to terminate.

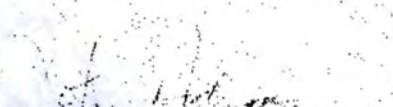
**SECTION 8: LEGAL EFFECT**

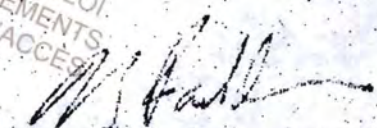
8.1 This MOU is an administrative understanding between the parties and is not intended to be legally binding or enforceable before the Courts.

In Witness Whereof, the parties hereto have executed this MOU the day and year indicated below.

Signed on behalf of CSE

Signed on behalf of CSIS

  
\_\_\_\_\_  
John Adams  
Chief

  
\_\_\_\_\_  
Richard B. Fadden  
Director

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

ANNEX

WORKING AGREEMENTS

The following working Agreements are annexes to this Memorandum of Understanding:

- A -
- B -
- C -

OTHER ARRANGEMENTS

The following is a list of other Arrangements currently in effect between CSIS and CSE:

1. MOU - Cooperation between the Communications Security Establishment and the Canadian Security Intelligence Service (Information/Intelligence exchange and Operational Support) in relation to section 12 of the *Canadian Security Intelligence Service Act*. (November 1, 1990)
2. MOU - Operational cooperation between the Communications Security Establishment and The Canadian Security Intelligence Service in relation to section 16 of the *Canadian Security Intelligence Service Act*. (November 1, 1990)
- 3.
- 4.
- 5.

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30 2012 (Date)

Last updated: \_\_\_\_\_ (Date)

**Memorandum of Understanding**

**BETWEEN**

**The COMMUNICATIONS SECURITY ESTABLISHMENT  
(hereafter referred to as CSE)**

and

**The CANADIAN SECURITY INTELLIGENCE SERVICE  
(hereafter referred to as CSIS)**

on

**1. PURPOSE AND SCOPE**

The purpose and scope of this Memorandum of Understanding (MOU) is to establish a working agreement for:

- a) the governance of issues between CSE and CSIS (hereafter, the Parties), primarily by delineating the roles and responsibilities between CSE

b)

**2. REFERENCE**

The MOU between CSIS and CSE, dated December 14, 2011 sets out an arrangement under s. 17 of the CSIS Act for ongoing cooperation on information and intelligence collection, information sharing and operational support. This MOU establishes a working agreement pursuant to paragraph 3.4 of the Arrangement MOU, and will be annexed to the Arrangement.

**3. DEFINITIONS**

In this MOU, the Parties agree that the following definitions apply:

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**4. POINTS OF CONTACT**

For CSE

- a) The Chief CSE is the Manager of the Cryptologic Program in Canada and responsible for all aspects of SIGINT policy, operations and administration in Canada and affecting Government of Canada departments and agencies. The Chief CSE is responsible for delegating specific responsibilities for aspects of SIGINT policy, operations and administration.

b)

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c)

d)

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For CSIS

a)

b)

c)

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5. **RESPONSIBILITIES**

5.1 CSEC intends to:

5.1.1

5.1.2

5.1.3

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5.1.4

5.1.5

5.1.6

5.1.7

5.1.8

5.2 CSIS intends to:

5.2.1

5.2.2

5.2.3

5.2.4

5.2.5

5.2.6

5.2.7

5.2.8

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**6. DISPUTE RESOLUTION:**  
The Parties agree to resolve any disagreements by joint consultation.

**7. DURATION**  
This MOU will commence on the date on which it is signed by the last party and will remain in effect until it is terminated in accordance with the procedure set out in section 9 of this MOU.

**8 AMENDMENT**

Any amendments will be made according to paragraph 7.3 of the Arrangement MOU.

**9. TERMINATION**

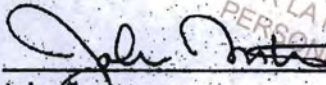
Either Party may terminate this MOU upon providing the other with advance written notice of 60 business days.

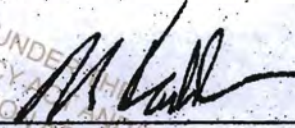
**EFFECTIVE DATE AND SIGNATURE**

This MOU will enter into effect on the date of the later of the following two signatures.

Signed on behalf of CSE

Signed on behalf of CSIS

  
John Forster  
Chief, CSE

  
Richard B. Fadden  
Director, CSIS

22-09-2012  
Date

Feb 10/12  
Date

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**TRANSMITTAL SLIP - NOTE D'ENVOI**

<b>To / A</b> ADP, ADT, ADL, ADI, DDA, ADC, ADO, DDO	<b>Classification</b> <b>TOP SECRET</b>
<b>From / De</b> DG	<b>File / Dossier</b> 200-68
<b>Drafting Officer / Rédacteur</b> A/Chief.	<b>Date</b> 2011 06 23

**Subject / Sujet:** Memorandum of Understanding (s.17 Arrangement) with the Communications Security Establishment (CSE) Concerning an arrangement for ongoing cooperation on information and intelligence collection, information sharing and operational support.

<b>Action / Donnez suite</b> ▶	<input type="checkbox"/> Signature	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Comments / Commentaires	<input type="checkbox"/> Information
<b>Priority / Priorité</b> ▶	<input type="checkbox"/> Routine	<input type="checkbox"/> Urgent	<input checked="" type="checkbox"/> Immediate Attention / Attention immédiate	
<b>Deadline / Délai</b> ▶				

Record of Consultation Rapport de consultation	Concur D'accord		Comments-Commentaires
	Yes Oui	No Non	
DLS			<p>On April 29, 2010, the Service requested Ministerial approval to enter into an overarching framework arrangement with CSE. The Ministry returned the letter requesting further details to address concerns raised by the Minister's Office in relation to CSIS authority to enter into subsequent arrangements without further approval from the Minister each time.</p> <p>Please note there were no financial or electronic information handling issues identified, as these issues are dealt with in specific MOUs and LOAs..</p> <p>The MOU will be implemented upon the approval received from the Minister and once the MOU is subsequently signed by the Chief CSE and the Director.</p> <p>For your information and concurrence prior to onward transmission to the Director for review and subsequent transmission to Minister's Office for approval. Please return to Policy Task Force with your comments / sign-off.</p>
CSE Legal			
CSE Policy			
PSC Legal			
PSC Nat. Sec. Policy Directorate			
ADP			
ADL			
ADT			
ADI			
ADC			
ADO			
DDA			
DDO			
<p align="center"><b>CSIS / SCRS</b></p> <p align="center">JUN '13 2011</p>			
<p>CCM: ADP / DAP</p>			<p>Please keep this T/Slip w/documents for our records -Thank you</p>

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**CSIS/SCRS**

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DLS			<p align="right"><b>ADO/DAO</b> <b># 9464</b></p> <p>On April 29, 2010, the Service requested Ministerial approval to enter into an overarching framework arrangement with CSE. The Ministry returned the letter requesting further details to address concerns raised by the Minister's Office in relation to CSIS authority to enter into subsequent arrangements without further approval from the Minister each time.</p> <p>Please note there were no financial or electronic information handling issues identified, as these issues are dealt with in specific MOUs and LOAs..</p> <p>The MOU will be implemented upon the approval received from the Minister and once the MOU is subsequently signed by the Chief CSE and the Director.</p> <p>For your information and concurrence prior to onward transmission to the Director for review and subsequent transmission to Minister's Office for approval. Please return to Policy Task Force with your comments / sign-off.</p>
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**CSIS / SCRS**

JUN 13 2011

ADP / DAP

CCM: *[Signature]* Please keep this T/Slip w/documents for our records -Thank you

Comments / commentaires:

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**PREAMBLE**

WHEREAS pursuant to section 12 of the *Canadian Security Intelligence Service Act (CSIS Act)*, the duties and functions of CSIS include the collection, by investigation or otherwise, to the extent that is strictly necessary, and the analysis and retention of information and intelligence respecting activities that may on reasonable grounds be suspected of constituting threats to the security of Canada;

WHEREAS pursuant to section 15 of the *CSIS Act*, CSIS may conduct such investigations as are required for the purpose of providing security assessments pursuant to section 13 or advice pursuant to section 14 of the *CSIS Act*.

WHEREAS pursuant to section 16 of the *CSIS Act*, with the personal consent in writing of the Minister of Public Safety and in relation to the defence of Canada or the conduct of international affairs of Canada, the Service may assist the Minister of National Defence or the Minister of Foreign Affairs in the collection within Canada of information or intelligence relating to the capabilities, intentions or activities of foreign states or persons;

WHEREAS pursuant to subsection 17(1) of the *CSIS Act*, CSIS may, with the approval of the Minister of Public Safety, enter into an arrangement or otherwise cooperate with any department of the Government of Canada;

WHEREAS pursuant to subsection 19(2) of the *CSIS Act*, CSIS may disclose information obtained in the performance of its duties for the purposes of performing its obligations under the *Act*, including the duty to advise the Government of Canada;

WHEREAS pursuant to section 21 of the *CSIS Act*, the Director of CSIS or a designated employee may, with the approval of the Minister of Public Safety, apply for and obtain warrants to enable CSIS to investigate a threat to the security of Canada or perform its duties and functions under section 16 of the *CSIS Act*;

WHEREAS pursuant to paragraph 273.64 (1) (a) of the *National Defence Act (NDA)*, the mandate of CSE includes the acquisition and use of information from the global information infrastructure for the purpose of providing foreign intelligence in accordance with the Government of Canada intelligence priorities;

WHEREAS pursuant to paragraph 273.64 (1) (b) of the *NDA*, the mandate of CSE includes provision of advice, guidance and services to help ensure the protection of electronic information and of information infrastructures of importance to the Government of Canada; and

WHEREAS pursuant to paragraph 273.64 (1) (c) of the *NDA*, the mandate of CSE includes the

provision of technical and operational assistance to federal law enforcement and security agencies in the performance of their lawful duties.

The parties have reached the following understanding:

### SECTION 1: PURPOSE

1.1 The purpose of this MOU is to:

- (a) establish an arrangement under which the two organizations will continue to cooperate for the purpose of information and intelligence collection, information sharing and operational support in accordance with their respective mandates; and
- (b) provide for the disclosure and safeguarding of information shared between the parties to this arrangement.

### SECTION 2: DEFINITIONS

2.1 In this MOU, the terms listed below will have the following meanings:

**"Arrangement"** refers to arrangements subject to the approval of the Minister of Public Safety under section 17(1) of the *CSIS Act* and, for greater clarity, includes the arrangement described in this MOU;

**"Foreign intelligence"** is defined in section 273.61 of the *NDA*;

**"MOU"** means this Memorandum of Understanding and, for greater clarity, includes all of its annexes.

**"Operational Support"** is defined generally as the logistical, financial, technical, analytical or personnel assistance that CSIS or CSE may, subject to applicable law, provide to the other to support the operational activities carried out by the other;

**"Threats to the security of Canada"** is defined in section 2 of the *CSIS Act*; and

**"Working agreement"** means an agreement between the parties to carry out the steps necessary to implement the arrangement described in this MOU, and includes efforts to limit duplication of work.



**SECTION 3: SCOPE OF COOPERATION****Cooperation in Information and Intelligence Collection and Information Sharing****3.1 The parties will:**

- (a) cooperate to the greatest extent practicable within their respective legal authorities and mandates on the collection and sharing of information or intelligence, without compromising intelligence assets, sources or methods, while recognizing the legal rights of Canadians inside and outside Canada, as well as those of any person in Canada;
- (b) as appropriate within each party's legislative and policy frameworks, share the most accurate, complete and timely information and intelligence as it relates to each party's mandates, intelligence requirements and priorities, including updates and re-assessment of the intelligence to the extent possible;
- (c) adhere to the general principles listed below which govern the retention, use and disclosure of information and intelligence received from the other party, including the need-to-know principle:
  - (i) administer, maintain, and dispose of information exchanged in accordance with the law that applies to record retention and personal information and all applicable policies and guidelines;
  - (ii) use the information provided by the other party solely for the purpose for which it was provided;
  - (iii) comply with Canada's *Privacy Act*, *Library and Archives of Canada Act* and any other applicable laws, in addition to relevant Government of Canada policies, such as the Policy on Government Security (PGS), specifically the section that relates to the distribution, maintenance, and storage of such information;
  - (iv) not disseminate the information to any third party without the prior written consent of the originator, except as required by law, in which case prior notice must be provided to the originator; and
  - (v) ensure all information and intelligence exchanged will be protected against unlawful or accidental disclosure, while all caveats and classifications imposed by either party will remain attached and will be fully respected.

### Cooperation in Operational Support

#### 3.2 The parties will:

- (a) provide operational support to each other, when appropriate, in relation to their respective mandates;
- (b) assist each other
- (c)
- (d) cooperate
- (e) exchange employees, when appropriate,

#### Compliance

- 3.3 Each party shall comply with any policies, procedures or guidelines that the other may make for the handling of intelligence provided by it. The parties are free to propose alternative procedures pursuant to their own policies and approvals to suit the circumstances of a particular case. If agreed to by both parties, such alternative procedures will be implemented as specified.

#### Implementation

- 3.4 Recognizing that the effectiveness of this arrangement between the parties will require carrying out specific measures, the parties will jointly enter working agreements to implement the cooperation described in this section. Such working agreements will be outlined and annexed to this MOU.
- 3.5 Working agreements between the parties to implement this arrangement will be limited by the scope of this arrangement. Such working agreements are exemplified by, but not limited to, those currently listed in Annex A. Nothing in this MOU will be construed to preclude separate arrangements.

**SECTION 4: MOU GOVERNANCE**

**Heads of Institution**

4.1 The parties are represented by their respective Head of Institution, who act as signatories to this MOU. For the purposes of this MOU, the Heads of Institution are:

- a) for CSIS,  
  
Director  
Canadian Security Intelligence Service
  
- b) for CSE,  
  
Chief  
Communications Security Establishment

**Designated Representatives and Points of Contact**

4.2 The Designated Representatives are responsible for the overall management of this MOU. For the purposes of this MOU, the Designated Representatives are:

- a) for CSIS,  
  
Assistant Director Technology
  
- b) for CSE,  
  
Director General  
Policy and Communications

4.3 It is recognized that within each organization, the respective Directors General responsible for a particular subject or operational area will be the primary points of contact for the exchange of information relevant to that particular subject or operational area.

4.4 The parties will ensure that a method is in place for tracking the provision and receipt of information.

**Joint Management Teams**

- 4.5 The parties agree to regular and ongoing engagement through Joint Management Teams (JMTs).
- 4.6 The Executive JMT, consisting of the Director, CSIS, the Chief, CSE, and their respective executive level managers who report to them directly, will meet on a regular basis to address issues of mutual interest and to modify or confirm priority activities for cooperation. These Executive JMT meetings will occur on ~~at least a quarterly basis~~ *a biannual basis or as required.*
- 4.7 The Assistant Deputy Minister JMT, consisting of the Deputy Chief SIGINT, CSE, and the Assistant Director Technology, CSIS, and their respective executives will report progress to the Executive JMT on outstanding issues, maintain a cooperation priorities list, and provide recommendations as necessary
- 4.8 The Director General JMT, consisting of the CSIS and the DG SIGINT, CSE, and other operational DGs from both parties, will meet regularly to move priority items forward and to address operational issues.
- 4.9 Working groups may be established by either of the JMTs for the purpose of addressing specific matters, including those relating to the administration of this MOU as well as any measure described in its annexes.

**Dispute Resolution**

- 4.10 Any dispute arising from the interpretation or operation of the arrangement described in this MOU or its annexes shall be referred to the Assistant Deputy Minister JMT. These discussions will also include the Director General for Policy and Communications at CSE and the Director General for Policy, at CSIS. As necessary, unresolved issues will be elevated to the Executive JMT.

**SECTION 5: INFORMATION MANAGEMENT****Loss or Unauthorized Disclosure**

- 5.1 The parties agree that in the event of the loss or unauthorized disclosure or dissemination by one party of the other party's classified information, the party responsible for the loss, disclosure or dissemination will advise the other immediately of its discovery and will assist in preparing a damage assessment.

**Amendment of Personal Information**

- 5.2 The parties will ensure that a method is in place for tracking the provision and receipt of personal information as defined in section 3 of the *Privacy Act*. Should any personal information provided by one party to the other be amended by way of correction or notation, the party which provided the information will provide in writing the correction or notation to the other party pursuant to the provisions of the *Privacy Act*.

**SECTION 6: ADMINISTRATIVE AND FINANCIAL ARRANGEMENTS**

- 6.1 The parties will be responsible for any costs incurred to meet their respective administrative obligations contained within this MOU, such as, but not limited to, maintaining secure office facilities, including the acquisition of approved security containers, telecommunications equipment, electronic equipment, room and building design.

**SECTION 7: EFFECTIVE DATE, AMENDMENT AND TERMINATION**

**Effective Date**

- 7.1 This MOU will commence on the date on which it is signed by the last of the parties and will remain in effect until it is terminated in accordance with the procedure set out in this MOU.

**Amendment**

- 7.2 This MOU may be amended at anytime upon mutual consent of the parties. Such amendment will be effected by an exchange of letters between the signatories to this MOU. Amendments may not change the nature and scope or alter the substance of the arrangement described in this MOU.
- 7.3 Annexes to this MOU may be amended at anytime upon mutual consent of the parties as represented by their Designated Representatives. Amendments to the annexes may not change the nature and scope or alter the substance of the arrangement described in this MOU.
- 7.4 Changes being considered or proposed to legislation, policy or operations by either CSE or CSIS, which may impede the function of this MOU, shall be the subject of early consultations between representatives of the parties.

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**Termination**

7.5 Either the Chief, CSE or the Director, CSIS may terminate this MOU at anytime by providing, in writing, 60 days notice of intention to terminate.

**SECTION 8: LEGAL EFFECT**

8.1 This MOU is an administrative understanding between the parties and is not intended to be legally binding or enforceable before the Courts.

**In Witness Thereof, the parties hereto have executed this MOU the day and year indicated below.**

**Signed on behalf of CSE**

**Signed on behalf of CSIS**

\_\_\_\_\_  
**John Adams**  
**Chief**

\_\_\_\_\_  
**Richard B Fadden**  
**Director**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

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**ANNEX A**

**Example of Working Agreements Currently Under Development**

The following represent the substance of several working agreements currently being developed by the parties. The draft working agreements relate to specific features of the arrangement described in this MOU and are provided to exemplify the type of working agreements necessary to implement the arrangement.

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**TRANSMITTAL SLIP - NOTE D'ENVOI**

<b>To / À</b> ADP, ADT, ADL, ADI, DDA, ADC, ADO, DDO	<b>Classification</b> <b>TOP SECRET</b>
<b>From / De</b> DG	<b>File / Dossier</b> 200-68
<b>Drafting / Rédaction</b> A/Chief,	<b>Date</b> 2011 06 23

**Subject / Sujet:** Memorandum of Understanding (s.17 Arrangement) with the Communications Security Establishment (CSE) Concerning an arrangement for ongoing cooperation on information and intelligence collection, information sharing and operational support.

<b>Action / Donnez suite</b> >	<input type="checkbox"/> Signature	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Comments / Commentaires	<input type="checkbox"/> Information
<b>Priority / Priorité</b> >	<input type="checkbox"/> Routine	<input type="checkbox"/> Urgent	<input checked="" type="checkbox"/> Immediate Attention / Attention immédiate	
<b>Deadline / Délai</b> >				

Record of Consultation Rapport de consultation	Concur D'accord		Comments-Commentaires
	Yes Oui	No Non	
DLS			<p>On April 29, 2010, the Service requested Ministerial approval to enter into an overarching framework arrangement with CSE. The Ministry returned the letter requesting further details to address concerns raised by the Minister's Office in relation to CSIS authority to enter into subsequent arrangements without further approval from the Minister each time.</p> <p>Please note there were no financial or electronic information handling issues identified, as these issues are dealt with in specific MOUs and LOAs..</p> <p>The MOU will be implemented upon the approval received from the Minister and once the MOU is subsequently signed by the Chief CSE and the Director.</p> <p>For your information and concurrence prior to onward transmission to the Director for review and subsequent transmission to Minister's Office for approval. Please return to Policy Task Force with your comments / sign-off.</p>
CSE Legal			
CSE Policy			
PSC Legal			
PSC Nat. Sec. Policy Directorate			
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ADL			
ADT			
ADI			
ADC			
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**MEMORANDUM OF UNDERSTANDING  
(MOU)**

**Between**

**THE CANADIAN SECURITY INTELLIGENCE SERVICE  
(CSIS)**

**And**

**THE COMMUNICATIONS SECURITY ESTABLISHMENT *Canada*  
(CSE) ?**

**collectively referred to as the 'parties'**

**Concerning an arrangement for ongoing cooperation on information and intelligence collection,  
information sharing and operational support**

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The parties have reached the following understanding:

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1.1 The purpose of this MOU is to:

- (a) establish an arrangement under which the two organizations will continue to cooperate for the purpose of information and intelligence collection, information sharing and operational support in accordance with their respective mandates; and
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**"Working agreement"** means an agreement between the parties to carry out the steps necessary to implement the arrangement described in this MOU, and includes efforts to limit duplication of work.



**SECTION 3: SCOPE OF COOPERATION****Cooperation in Information and Intelligence Collection and Information Sharing****3.1 The parties will:**

- (a) cooperate to the greatest extent practicable within their respective legal authorities and mandates on the collection and sharing of information or intelligence, without compromising intelligence assets, sources or methods, while recognizing the legal rights of Canadians inside and outside Canada, as well as those of any person in Canada;
- (b) as appropriate within each party's legislative and policy frameworks, share the most accurate, complete and timely information and intelligence as it relates to each party's mandates, intelligence requirements and priorities, including updates and re-assessment of the intelligence to the extent possible;
- (c) adhere to the general principles listed below which govern the retention, use and disclosure of information and intelligence received from the other party, including the need-to-know principle:
  - (i) administer, maintain, and dispose of information exchanged in accordance with the law that applies to record retention and personal information and all applicable policies and guidelines;
  - (ii) use the information provided by the other party solely for the purpose for which it was provided;
  - (iii) comply with Canada's *Privacy Act*, *Library and Archives of Canada Act* and any other applicable laws, in addition to relevant Government of Canada policies, such as the Policy on Government Security (PGS), specifically the section that relates to the distribution, maintenance, and storage of such information;
  - (iv) not disseminate the information to any third party without the prior written consent of the originator, except as required by law, in which case prior notice must be provided to the originator; and
  - (v) ensure all information and intelligence exchanged will be protected against unlawful or accidental disclosure, while all caveats and classifications imposed by either party will remain attached and will be fully respected.

**Cooperation in Operational Support**

3.2 The parties will:

- (a) provide operational support to each other, when appropriate, in relation to their respective mandates;
- (b) assist each other
- (c)
- (d) cooperate
- (e) exchange employees, when appropriate,

**Compliance**

3.3 Each party shall comply with any policies, procedures or guidelines that the other may make for the handling of intelligence provided by it. The parties are free to propose alternative procedures pursuant to their own policies and approvals to suit the circumstances of a particular case. If agreed to by both parties, such alternative procedures will be implemented as specified.

**Implementation**

3.4 Recognizing that the effectiveness of this arrangement between the parties will require carrying out specific measures, the parties will jointly enter working agreements to implement the cooperation described in this section. Such working agreements will be outlined and annexed to this MOU.

3.5 Working agreements between the parties to implement this arrangement will be limited by the scope of this arrangement. Such working agreements are exemplified by, but not limited to, those currently listed in Annex A. Nothing in this MOU will be construed to preclude separate arrangements.

**SECTION 4: MOU GOVERNANCE**

**Heads of Institution**

4.1 The parties are represented by their respective Head of Institution, who act as signatories to this MOU. For the purposes of this MOU, the Heads of Institution are:

- a) for CSIS,  
  
Director  
Canadian Security Intelligence Service
  
- b) for CSE,  
  
Chief  
Communications Security Establishment

**Designated Representatives and Points of Contact**

4.2 The Designated Representatives are responsible for the overall management of this MOU. For the purposes of this MOU, the Designated Representatives are:

- a) for CSIS,  
  
Assistant Director Technology
  
- b) for CSE,  
  
Director General  
Policy and Communications

4.3 It is recognized that within each organization, the respective Directors General responsible for a particular subject or operational area will be the primary points of contact for the exchange of information relevant to that particular subject or operational area.

4.4 The parties will ensure that a method is in place for tracking the provision and receipt of information.

**Joint Management Teams**

- 4.5 The parties agree to regular and ongoing engagement through Joint Management Teams (JMTs).
- 4.6 The Executive JMT, consisting of the Director, CSIS, the Chief, CSE, and their respective executive level managers who report to them directly, will meet on a regular basis to address issues of mutual interest and to modify or confirm priority activities for cooperation. These Executive JMT meetings will occur on at least a quarterly basis.
- 4.7 The Assistant Deputy Minister JMT, consisting of the Deputy Chief SIGINT, CSE, and the Assistant Director Technology, CSIS, and their respective executives will report progress to the Executive JMT on outstanding issues, maintain a cooperation priorities list, and provide recommendations as necessary
- 4.8 The Director General JMT, consisting of the CSIS and the DG SIGINT, CSE, and other operational DGs from both parties, will meet regularly to move priority items forward and to address operational issues.
- 4.9 Working groups may be established by either of the JMTs for the purpose of addressing specific matters, including those relating to the administration of this MOU as well as any measure described in its annexes.

**Dispute Resolution**

- 4.10 Any dispute arising from the interpretation or operation of the arrangement described in this MOU or its annexes shall be referred to the Assistant Deputy Minister JMT. These discussions will also include the Director General for Policy and Communications at CSE and the Director General for Policy, at CSIS. As necessary, unresolved issues will be elevated to the Executive JMT.

**SECTION 5: INFORMATION MANAGEMENT****Loss or Unauthorized Disclosure**

- 5.1 The parties agree that in the event of the loss or unauthorized disclosure or dissemination by one party of the other party's classified information, the party responsible for the loss, disclosure or dissemination will advise the other immediately of its discovery and will assist in preparing a damage assessment.

**Amendment of Personal Information**

- 5.2 The parties will ensure that a method is in place for tracking the provision and receipt of personal information as defined in section 3 of the *Privacy Act*. Should any personal information provided by one party to the other be amended by way of correction or notation, the party which provided the information will provide in writing the correction or notation to the other party pursuant to the provisions of the *Privacy Act*.

**SECTION 6: ADMINISTRATIVE AND FINANCIAL ARRANGEMENTS**

- 6.1 The parties will be responsible for any costs incurred to meet their respective administrative obligations contained within this MOU, such as, but not limited to, maintaining secure office facilities, including the acquisition of approved security containers, telecommunications equipment, electronic equipment, room and building design.

**SECTION 7: EFFECTIVE DATE, AMENDMENT AND TERMINATION**

**Effective Date**

- 7.1 This MOU will commence on the date on which it is signed by the last of the parties and will remain in effect until it is terminated in accordance with the procedure set out in this MOU.

**Amendment**

- 7.2 This MOU may be amended at anytime upon mutual consent of the parties. Such amendment will be effected by an exchange of letters between the signatories to this MOU. Amendments may not change the nature and scope or alter the substance of the arrangement described in this MOU.
- 7.3 Annexes to this MOU may be amended at anytime upon mutual consent of the parties as represented by their Designated Representatives. Amendments to the annexes may not change the nature and scope or alter the substance of the arrangement described in this MOU.
- 7.4 Changes being considered or proposed to legislation, policy or operations by either CSE or CSIS, which may impede the function of this MOU, shall be the subject of early consultations between representatives of the parties.

**Termination**

7.5 Either the Chief, CSE or the Director, CSIS may terminate this MOU at anytime by providing, in writing, 60 days notice of intention to terminate.

**SECTION 8: LEGAL EFFECT**

8.1 This MOU is an administrative understanding between the parties and is not intended to be legally binding or enforceable before the Courts.

In Witness Whereof, the parties hereto have executed this MOU the day and year indicated below.

Signed on behalf of CSE

Signed on behalf of CSIS

\_\_\_\_\_  
John Adams  
Chief

\_\_\_\_\_  
Richard B Fadden  
Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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À L'INFORMATION.

**ANNEX A**

**Example of Working Agreements Currently Under Development**

The following represent the substance of several working agreements currently being developed by the parties. The draft working agreements relate to specific features of the arrangement described in this MOU and are provided to exemplify the type of working agreements necessary to implement the arrangement.

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Director - Directeur

CCM # 9473

SECRET

For Decision

JUL 06 2011

**MEMORANDUM TO THE MINISTER**

**CSIS ACT S. 17 ARRANGEMENT WITH THE  
COMMUNICATIONS SECURITY ESTABLISHMENT CANADA**

**BACKGROUND :**

The *Canadian Security Intelligence Service Act (CSIS Act)* requires that I seek your approval to enter into arrangements on cooperation with domestic and foreign agencies. Thus, pursuant to sub-paragraph 17(1)(a)(i) of the *CSIS Act*, I am seeking your approval to enter into a framework arrangement on cooperation with the Communications Security Establishment Canada (CSEC).

**DISCUSSION :**

The framework arrangement will set out the terms and conditions of our cooperation. As well, it will layout the nature and scope of working agreements to implement the cooperation between the two organizations. The Memorandum of Understanding (MOU) will confirm the foundation of our cooperation for the purpose of information and intelligence collection, intelligence sharing and operational support in accordance with relevant legal authorities. It will also layout the general principles of the administration and management of such activities. Furthermore, the arrangement will outline our respective responsibilities in regard to the use and safeguarding of shared information.

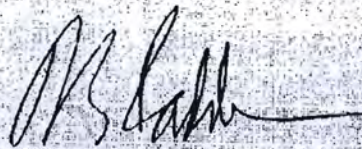
This MOU with CSEC is also intended to be the vehicle that will enable the two organizations to review existing agreements and with a view to merge their content where applicable. As per a legal opinion provided



**CONCLUSION :**

The framework arrangement is attached for your review. Annex A of this document is provided to exemplify the type of working agreements which will be negotiated to implement the arrangement.

I am available to discuss this matter with you if you wish.



Richard B. Fadden

- I agree / approve
- I disagree / disapprove

The Hon. Vic Toews, P.C., Q.C., M.P.

Enclosure: 1

c.c. : Deputy Minister of Public Safety

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Canadian Security Intelligence Service  
 Service de la sécurité  
 et de l'intelligence

**SECRET**

200-68

NOV 18 2011

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Communications Security Establishment  
 1500 Bronson Avenue,  
 PO BOX 9703, Terminal  
 Ottawa, Ontario

Dear

I am pleased to write to you today with regard to the Memorandum of Understanding (MOU) on the framework arrangement between the Canadian Security Intelligence Service (CSIS) and the Communications Security Establishment (CSE). As you know, this MOU has recently received the approval of our Minister, pursuant to sub-paragraph 17 (1)(a)(i) of the *CSIS Act*.

Please find attached two copies of the MOU for the signature by both the Chief CSE, Mr. John Adam and the Director CSIS, Mr. Richard B. Fadden at the CSIS-CSE Joint Management Team (JMT) meeting on November 22<sup>nd</sup>, 2011. Please return one copy of the signed MOU to my office so that we can advise CSIS management / employees and the Minister's Office that our cooperation on this important file has begun.

I would like to take this opportunity to thank you and your team who worked with CSIS in developing this MOU.

Your sincerely,

Director General  
 Policy Task Force

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PO BOX 9703, Ottawa, Ontario K1G 0G1  
 PO BOX 9703, Ottawa, Ontario K1G 0G1

Canada

CSIS – CSE JMT  
November 22, 2011

## Memorandum of Understanding

### SYNOPSIS

Further to the Minister of Public Safety Canada (PSC) approval, the Canadian Security Intelligence Service (CSIS) is authorized to enter into a framework arrangement on cooperation with the Communications Security Establishment (CSE). The following is provided for the CSIS - CSE Joint Management Team (JMT) meeting on November 22, 2011.

- A copy of the letter from the Minister of PSC to the Director of CSIS, which authorize CSIS, pursuant to sub-paragraph 17(1)(a)(i) of the *CSIS Act*, to enter into a framework arrangement on cooperation with CSE.
- A copy of the Memorandum of Understanding (MOU) establishing the framework arrangement on cooperation between CSIS and CSE (to be signed at the JMT meeting)

The framework arrangement between CSIS and CSE sets out the terms, conditions as well as, the nature and scope of the working agreements to implement the cooperation between the two organizations. The MOU confirms the foundation of our cooperation for the purpose of information and intelligence collection, information sharing and operational support in accordance with relevant legal authorities. It also lays out the general principles of the administration and management of such activities. Furthermore, the arrangement outlines our respective responsibilities in regard to the use and safeguarding of shared information.

This MOU is also intended to be the vehicle that will enable the two organizations to review existing agreements with a view to merge their content where applicable. The framework arrangement will also authorize, the Service to enter into specific working agreements with CSE, as required to carry out the steps necessary to implement the arrangement described in this MOU, without the necessity to seek Minister's approval each time, recognizing that both Agencies will comply with guiding principles of this framework MOU.

DG

Minister of Public Safety



Ministre de la Sécurité publique

Ottawa, Canada K1A 0P8

A

*[Handwritten signature]*

JUL 28 2011

BY HAND

Mr. Richard Fadden  
Director  
Canadian Security Intelligence Service  
1941 Ogilvie Road  
Gloucester, Ontario K1J 1B7

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**SECRET**

**CSIS / SCRS**

9107

**DIR**

Dear Mr. Fadden:

I am writing in response to your correspondence dated July 6, 2011, seeking approval for the Canadian Security Intelligence Service (CSIS) to enter into a domestic framework arrangement on cooperation with the Communications Security Establishment Canada (CSEC).

In this regard, pursuant to paragraph 17(1)(a) of the *CSIS Act* and as required by Ministerial Direction on domestic liaison, I authorize CSIS to enter into a framework arrangement with CSEC.

I would like to receive a copy of the signed Memorandum of Understanding between CSIS and CSEC and any subsequent working agreements that may arise out of the proposed framework arrangement with CSEC.

A copy of this letter is being provided to the Chair of the Security Intelligence Review Committee.

Yours sincerely,

*[Handwritten signature]*  
Vic. Foews, P.C., Q.C., M.P.

**CSIS/SCRS**

# 12259

AUG 23 2011

**DG POLICY**

*[Handwritten initials]*

**Canada**



Director - Directeur

CCM # 10-6106  
Top Secret  
FOR DECISION

APR 29 2010

## MEMORANDUM TO THE MINISTER

### Arrangement with the Communications Security Establishment

The *Canadian Security Intelligence Service Act (CSIS Act)* requires that I seek your prior approval to enter into arrangements on cooperation with domestic and foreign agencies. Thus, pursuant to sub-paragraph 17 (1) (a) (I) of the *CSIS Act*, I am seeking your approval to enter into a generic framework arrangement on cooperation with the Communications Security Establishment (CSE).

The Service currently has three specific Memoranda of Understanding with CSE which address ongoing cooperation in the performance of our duties and functions under sections 12, 16 of the *CSIS Act*. Copies of these are attached at Annex A.

The requirement to develop additional arrangements with CSE makes it an opportune time to solidify our mutual cooperation. The establishment of an overarching framework arrangement will set out the terms and conditions as well as the general principles of the administration and management of arrangements between the two organizations. It will also confirm the foundation of our cooperation for the purpose of intelligence collection, information sharing and operational support in accordance with relevant legal authorities. Furthermore, the arrangement will outline our respective responsibilities in regard to the use and safeguarding of shared information. A draft of this MOU is attached for your review at Annex C.

This framework arrangement with CSE is also intended to be the vehicle that will enable the two organizations to review existing agreements to ensure their pertinence and with a view to merge their content where applicable.

As an example of additional arrangements being developed, the Service is in the process of negotiating an arrangement regarding domestic interception of foreign telecommunications and search (DIFTS) warrants, to set out the terms and conditions under which such warrants will be executed on our behalf by CSE.

I am available to discuss this matter with you if you wish.

Richard B. Fadden

- I agree
- I disagree

The Hon. Vic Toews, P.C., Q.C., M.P.

cc : Deputy Minister, Public Safety

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Director - Directeur

CCM # 10-5147  
Secret  
FOR DECISION

MAR 22 2010

**MEMORANDUM TO THE MINISTER**

**Arrangement with Communications Security Establishment**

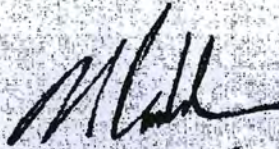
The *Canadian Security Intelligence Service Act (CSIS Act)* requires that I seek your prior approval to enter into arrangements on cooperation with domestic and foreign agencies. Thus, pursuant to section 17 (1) (a) *CSIS Act*, I am seeking your approval to enter into a generic arrangement on cooperation with the Communications Security Establishment (CSE).

The Service currently has a number of specific Memoranda of Understanding and Letters of Agreement with CSE which address ongoing cooperation in the performance of our duties and functions under sections 12, and 16 of the *CSIS Act*. An additional arrangement regarding the domestic interception of foreign telecommunications and search (DIFTS) warrants, which was approved by your predecessor, is also under development. At this time, however, we do not have an overall generic arrangement with CSE.

.../2

The generic arrangement with CSE will outline the general principles underlying all cooperation and will provide flexibility to the Service to review existing arrangements and to enter into future more specific arrangements with CSE as the need arises, without the necessity to seek your approval each time. You would continue to be briefed regularly as expected.

I am available to discuss this matter with you if you wish.



Richard B. Fadden

- I agree
- I disagree

The Hon. Vic Toews, P.C., Q.C., M.P.

cc: Deputy Minister, Public Safety



200-84

Top Secret



Canadian Security Intelligence Service  
and  
Communications Security Establishment

**Memorandum of Understanding**

2007

THIS IS A MEMORANDUM OF UNDERSTANDING BETWEEN:

The COMMUNICATIONS SECURITY ESTABLISHMENT  
("the Establishment") as represented in this Memorandum of Understanding by the Chief.

AND

The CANADIAN SECURITY INTELLIGENCE SERVICE  
("the Service") as represented in this Memorandum of Understanding by the Director.

Title

Background

The Service may enter into an arrangement with any department of the Government of Canada for the purpose of performing its duties and functions under the Act, with the approval of the Minister of Public Safety and Emergency Preparedness, in accordance with subsection 17 (1) of the *CSIS Act*.

The Service may disclose information obtained in the performance of its duties and its functions, pursuant to subsection 19 (2) of the *CSIS Act*, for the purposes of the performance of its duties and functions; and

The Establishment may acquire and use information from the global information infrastructure for the purpose of providing foreign intelligence, relating to international affairs, defence or security, in accordance with Government of Canada intelligence priorities, pursuant to paragraph 273.64(1)(a) of the *National Defence Act*. These priorities are detailed in the National SIGINT priorities list (NSPL).

**THE SERVICE AND THE ESTABLISHMENT AGREE AS FOLLOWS:**

1. In this Memorandum of Understanding,

"Canadian" means a person who is a Canadian citizen, a permanent resident within the meaning of the *Immigration and Refugee Protection Act*, or a corporation incorporated by or under an Act of Parliament or of the legislature of a province;

"foreign intelligence" has the same meaning as section 273.61 of the *National Defence Act*;

"Service information" is information disclosed by the Service to the Establishment pursuant to subsection 19 (2) of the *CSIS Act*, but does not include foreign intelligence produced as a result of the use of that information.

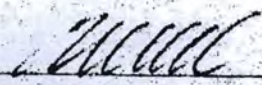
CSE/CSIS mou 2007  
1 copy given to ERRL  
PA'd elec. on 07-01-15  
2 copies given to

- 2.
3. For the purposes of section 2 of this Memorandum of Understanding, the Service shall disclose to the Establishment sufficient Service information to enable the Establishment to carry out its foreign intelligence mandate. A disclosure of Service information to the Establishment shall be made pursuant to the form found at Appendix "A".
4. a) Any activity carried out by the Establishment in order to provide foreign intelligence in accordance with this Memorandum of Understanding shall not be directed at Canadians or any person in Canada and shall be subject to measures in place at the Establishment for the protection of the privacy of Canadians.  
b) Further disclosure of Service information is subject to the written approval of the Service.
5. Pursuant to this Memorandum of Understanding, the exchange of information shall take place between the persons occupying or holding the positions listed in Appendix "B" and Appendix "C" or persons acting on their behalf.
6. The Director of the Service, through the Director General and the Chief of the Establishment, through the Director General, Intelligence, shall assess the operations of the Memorandum of Understanding annually.

**Coming Into Force, Termination and Amendment**

7. a) This agreement will be in effect on the date on which required ministerial approvals have been obtained.  
b) This Memorandum of Understanding may be terminated by consent of the parties or by either party giving notice in writing at any time. This Memorandum of Understanding shall cease to be in force six months after the day on which notice was given.
8. a) Except for Appendix "A", Appendix "B" and Appendix "C", this Memorandum of Understanding may be amended from time to time by the parties through an exchange of letters after consultation and approval of the appropriate Ministers.  
b) Appendix "A", Appendix "B" and "Appendix "C" may be amended from time to time by the parties through an exchange of letters.

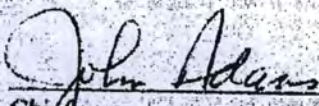
Executed on behalf of the Canadian Security Intelligence Service by

  
\_\_\_\_\_  
Director  
Canadian Security Intelligence Service

Date: January 8, 2007

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Executed on behalf of the Communications Security Establishment by

  
\_\_\_\_\_  
Chief  
Communications Security Establishment

Date: 12/1/07

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APPENDIX "B"

LIST OF POSITIONS AUTHORIZED BY THE SERVICE FOR THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING

Deputy Director  
Operations

Assistant Director  
Intelligence

Director General

Deputy Director General

Chief

Head

Chief

Communications Security Establishment

APPENDIX "C"

LIST OF POSITIONS AUTHORIZED BY THE ESTABLISHMENT FOR THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING

Director General, Intelligence, CSE

Director,

Production Manager,

Production Manager,

Team Leader,

Intelligence Analyst,

Team Leader,

Intelligence

Team Leader,

Intelligence Analyst,

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## Agenda

### CSIS-CSEC SMT

7 October 2010

### CSEC HQ

- 1) Introduction
- 2) Status of CSIS Ministerial approval for Framework MOU  
Nothing new heard.
- 3) Status of draft final version of Framework MOU  
The Draft final version has been completed in both official languages
- 4) Annex A MOU Status Review
  - a. DIFTS Bridging MOU  
⇒ Proposed completion 2<sup>nd</sup> quarter 2010-11 FY



b. S. 12 and 16 Modernization and Integration to single MOU

⇒ Proposed completion 4<sup>th</sup> quarter 2010-11 FY

No work on migrating or consolidating s12 and s16 into a single MOU is contemplated given their diverse legal authorities

This awaits completion of the Generic Framework MOU and the Minister's approval

g.

⇒ Status on proposed completion

This MOU is not one handled by the

This is probably being developed by SSB.

4) Other

**CSEC-CSIS MEETING**  
**Memorandum of Understanding**  
**April 12, 2010, 13:00 - 14:30**  
**CSIS NHQ**

---

**Participants**

**CSEC**

**CSIS**

**Rémi Chapadeau (Legal Counsel)**

**Isabelle Chartier (Legal Counsel)**

**Minutes**

1. **Introductions and Review of Agenda**
2. **Framework MOU**
  - a) **Outstanding issues**
    - CSIS has not yet received Ministerial approval to enter into this MOU with CSEC. Minister's office requested additional information and, to that effect, CSIS has provided the Ministry's office with requested documentation and is also drafting a new letter to the Minister.
    - Revised draft of the MOU will be provided to CSEC for review/concurrence.
  - b) **Remaining steps**
    - c) **Time line**
      - MOU is expected to be signed during 1<sup>st</sup> quarter, in May 2010.
3. **Annex A**
  - a) **List of current MOUs to be incorporated immediately as part of Framework MOU approval**
    - It was agreed that the list of existing MOUs (s.12, 16) will be incorporated in Annex A of the MOU.
  - b) **List of renewed LOAs**
    - List of the LOAs, renewed annually, will also be incorporated in Annex A of the MOU.

Other LOA

4. Discussion on CSEC Proposed Work plan for Current and Potential MOUs to be updated/developed for inclusion later in Annex A
- a) CSIS Act - Sections 12 and 16

- b) CSIS Act - Section 12 DIFTS "Bridge" MOU

- Timing: Finalize by 2<sup>nd</sup> quarter

- c) CSIS Act

- d) Letters of Agreement (LOAs)

- Status Update on renewal for 2010-2011
    - LOAs have been signed by both CSIS and CSEC.
    - Possible consolidation into three groups

- Timing: recognize that there may be no operational value-added to merge the LOAs and will assess the

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feasibility of such consolidation and report at the next meeting.

**e) Other MOUs**

- In development:

**5. Potential Template for Development of MOUs**

- Framework MOU template will be used for all future MOUs.

**6. Annex A – Process to Amend Annex**

**a) Proposal: add items as they are completed**

- Agreed.

**7. Other Items / Next Steps**

- Update on the AD level JMT: discussions have taken place but no meeting has been held to date.
- Update on the Exec level JMT; next meeting is scheduled circa June 11, 2010.

**8. Date of Next Meeting**

- To be scheduled before the next Exec JMT.

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Prepared by:

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