

MEMORANDUM OF UNDERSTANDING
(MOU)

Between

THE CANADIAN SECURITY INTELLIGENCE SERVICE
(CSIS)

And

THE ROYAL CANADIAN MOUNTED POLICE
(RCMP)

collectively referred to as the Participants

PREAMBLE

Canada has specifically adopted laws to protect “internationally protected persons (IPPs)”, as defined in section 2 of the *Criminal Code*, in accordance with its international obligations as set out in the *United Nations Convention on the Prevention and Punishment of Crimes Against Internationally Protected persons, Including Diplomatic Agents*;

Pursuant to section 18 of the *RCMP Act* and section 17 of the *RCMP Regulations*, the RCMP may render assistance to any department or agency of the Government of Canada as the Minister may direct and the Commissioner orders.

Pursuant to subsection 6(1) of the *Security Offences Act*, R.S.C. 1985, c. S-7, members of the RCMP who are peace officers have primary responsibility to perform the duties that are assigned to peace officers in relation to any offence, or apprehension of any offence, referred to in section 2 of the *Security Offences Act*, namely offences which constitute a threat to the security of Canada as defined in section 2 of the *CSIS Act* and offences where an IPP is the real or intended victim;

For major events designated by an Order-in-Council made pursuant to the *Foreign Missions and International Organizations Act*, S.C. 1991, c. 41 (*FMIOA*), and subsection 10.1(1), the RCMP has primary responsibility to ensure the security for the proper functioning of the event.

The CSIS is dedicated to the protection of Canada's national security interests and the safety and security of Canadians. Pursuant to section 13(1) of the *CSIS Act*, CSIS may provide security assessments to departments of the Government of Canada. Pursuant to section 15 of the *CSIS Act*, the CSIS has the legal mandate to conduct such investigations as are required for the purpose of providing security assessments pursuant to section 13.

The CSIS may, with the approval of the Minister of Public Safety and Emergency Preparedness, enter into an arrangement or otherwise cooperate with any department or agency of the GoC pursuant to subsection 17(1) of the *CSIS Act*.

The CSIS reports to, and advises the GoC on national security issues and activities that threaten the security of Canada. In accordance with subsection 19(2) of the *CSIS Act*, the CSIS may disclose information obtained in the performance of its duties for the purposes of performing its obligations under the *CSIS Act*, including the duty to advise the GoC.

SECTION 1: PURPOSE

- 1.1 The purpose of this MOU is to establish a mechanism between the Participants for the provision of security assessments by CSIS to the RCMP with respect to the RCMP conducting background checks on Canadian and/or foreign nationals associated with major events. This MOU addresses mainly the expectations and the arrangements necessary to enable an information exchange that serves both Participants promptly and effectively in accordance with each other's respective mandate and responsibilities.
- 1.2 This MOU sets out the process, time frame and type of information to be exchanged between the Participants

The success of this MOU will be highly dependent on the availability of the quality of the information provided, and the promptitude of the communication. As such, this MOU will focus on:

- The service windows and availability of
- The collaboration process (flow, roles and responsibilities);
- The parameters of the exchange (type of data, equipment, time frames);
- The confidentiality, integrity and availability of the information

SECTION 2: DEFINITIONS

2.1 In this MOU, the following terms, in singular or plural form according to the context, are defined as follows:

"Policy on Government Security" (PGS) means the Policy on Government Security as administered by the Treasury Board Secretariat of Canada.

"Individual" means a Canadian or a foreign national associated with major events for which the RCMP has either a lead or supporting role in security.

"Major Event" means an event of national or international significance, where the overall responsibility for the security rests with the federal government of Canada and where the RCMP is identified as the lead security agency.

"Security Assessment" as defined in section 2 of the *CSIS Act*, means an appraisal of the loyalty to Canada and, so far as it relates thereto, the reliability of an individual.

"RCMP Background Checks" means the verification of a person's identifying information against RCMP and non-RCMP data sources for the purposes of providing security accreditation to individuals associated with major events. **"RCMP Security Certificate"** means appropriate RCMP approved security certificate and media (USB Token or Smart Card).

"Threats to the Security of Canada" mean the threats as defined in section 2 of the *CSIS Act*, as amended.

SECTION 3: SCOPE OF COOPERATION

Responsibility of RCMP

- 3.1 Send requests to CSIS for security assessments, 1
- 3.2 Provide a minimum of information regarding an individual (as outlined in Section 7);
- 3.3 Record the CSIS response
- 3.4 Provide CSIS with workstations and the necessary user accounts and authorization;
- 3.5 Provide CSIS with access

Responsibility of CSIS

- 3.6 Conduct security assessments at the request of the RCMP;
- 3.7 Provide its advice to the RCMP;
- 3.8 Access workstations to retrieve data and conduct security assessments.

SECTION 4: STORAGE, MAINTENANCE AND SECURITY OF INFORMATION

- 4.1 The Participants intend to use the information exchanged under this MOU solely for the purpose of the RCMP conducting background checks for individuals associated with major events.
- 4.2 The Participants concur that any information exchanged under this MOU will be administered, maintained, and disposed of in accordance with the law that applies to record retention and personal information and all applicable policies and guidelines. Both Participants acknowledge that CSIS is subject to the provisions of the *CSIS Act*, in terms of disclosure and retention of information. As federal government organizations, both Participants are to comply notably with Canada's *Privacy Act*, R.S.C. 1985, c. P-21, the *Library and Archives of Canada Act*, S.C. 2004, c.11 and any other applicable laws, in addition to relevant Government of Canada policies, such as the *Policy on Government Security (PGS)* and will respect each other's ability and responsibility to treat the information exchanged as mandated in this MOU.
- 4.3 The RCMP and CSIS will not disseminate information provided by the other Participant to any third party except in accordance with the law. Participants will respect any caveats placed upon the information regarding its use, classification or further dissemination.
- 4.4 In the event that either CSIS or RCMP receives a request under the *Privacy Act* or the *Access to Information Act* to disclose information supplied by the other Participant, it will notify and consult the other Participant prior to processing the request in accordance with the law.
- 4.5 Where either Participant is subject to a subpoena, warrant or other court order to disclose information supplied by the other Participant, the Participant in receipt of the subpoena, warrant or other court order will notify the other Participant. Notice must be given no later than two (2) business days following the receipt of the subpoena, warrant or other court order and before the information is disclosed.
- 4.6 The Participants concur that, in the event of the loss or unauthorized disclosure of classified information by one of the Participants, it will advise the other Participant immediately upon discovery of the loss or unauthorized disclosure and assist in preparing a damage assessment on the impact of the loss or unauthorized disclosure.

SECTION 5: SYSTEM AVAILABILITY

- 5.1 The Participants understand that there cannot be any planned outages during the **On-Event (Critical)** window. If absolutely required, any unplanned maintenance (emergency), with the potential to result in downtime of any of the functions, will only be performed in close coordination and acceptance in writing by the Participants.
- 5.2 In cases where maintenance, planned or unplanned, will NOT result in downtime the RCMP will retain the benefit of conducting maintenance according to its standard operating procedures.
- 5.3 It is understood that CSIS it will maintain a level of availability adequate to respond to RCMP submissions within the negotiated time.

Comment: would require the RCMP to deliver the requests (and accept the results) via alternate means.

It should be noted that such an outage would have an impact on the response times outlined in Section 7.

SECTION 6: COLLABORATIVE PROCESS

- 6.1 The collaborative process on all major events starts with the RCMP's Protective Policing Directorate informing CSIS in writing of the upcoming major event; requesting CSIS' cooperation as per the provisions of this MOU; and setting up the _____ for joint utilization.
- 6.2 There are two processes available _____ to facilitate the exchange of information between the Participants: (i) _____ (ii) _____
In both cases, users from either Participant must be able to _____
- 6.3 The RCMP, as the organization responsible for _____ application, concurs to _____
- 6.4 The Participants will ensure that all users have the proper security clearance level _____
- 6.5 It is understood that the CSIS, among others, is supporting the RCMP in its role of providing security accreditation to individuals associated with Major Events. As such, the RCMP is to be recognized as the owner and initiator of a request for a security assessment, whereas the CSIS provides a security assessment to the RCMP.
- 6.6 It is also understood that neither Participant will _____
- 6.7 The Participants' units are responsible for the maintenance and support of their respective applications, workstations and infrastructure.

SECTION 7: EXCHANGE PARAMETERS

7.1

7.2 The following data elements represent the absolute minimum information concerning an individual and must always be provided by the RCMP when requesting a CSIS security assessment.

7.3 As per agreements reached within the Government of Canada (GOC) Working Group on major events, all security accreditation Participants will operate from the same set of data fields, which the RCMP will, under lawful authority, collect and share with CSIS. It is CSIS' responsibility to extract the relevant fields, on a case-by-case basis, to conduct the corresponding security assessment.

7.4 Subsequent to the security assessment, CSIS will return its response to the RCMP for every name submitted. The RCMP Risk Assessment Team will record all responses as per standard operating procedures. Any adverse security assessment will be provided to the RCMP.

7.5 All CSIS responses will remain valid for _____ from the date when the response is returned.

7.6 Due to the fluctuating and uncertain volume of submissions expected prior to each major event, the Participants recognize the difficulties in responding within predefined parameters. However, subject to unforeseen conditions, the Participants will make every effort to provide the following response times during the event's life cycle:

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

7.7 Furthermore, the Participants are prepared to commit themselves to the following working hours if necessary during the major event's life cycle for the purpose of security assessments:

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7.8 Under certain circumstances, there may be urgent requests (priority "**urgent**") for dignitaries and special guests to attend the major event on short notice. This may be particularly relevant during the opening and/or closing ceremonies. CSIS recognizes the urgency of such requests, and intends to process all requests for a security assessment marked "**urgent**" on a priority basis from the moment the request is received at CSIS.

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SECTION 8: DEPARTMENTAL REPRESENTATIVES

8.1 The following officials are designated as the departmental representatives for purposes of this MOU:

For the RCMP: Director Protective Policing RCMP Headquarters, 73 Leikin Drive Ottawa, Ontario K1A 0R2	For CSIS: Chief, P.O. Box 9732, Station "T" Ottawa, Ontario K1G 4G4
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Any requests or communications, otherwise than as specified in this MOU, will be made in writing, either via letter or electronic mail, to the departmental representatives.

SECTION 9: EFFECTIVE DATE, AMENDMENT AND TERMINATION

- 9.1 This MOU will come into effect when signed by both Participants and will remain in effect unless terminated in accordance with the terms below. .
- 9.2 This MOU may only be amended with the written consent of both Participants. .
- 9.3 This MOU may be terminated by either Participant upon thirty (30) days written notice to the other Participant. The Participants concur, that should the MOU be terminated pursuant to this clause, each participant will be responsible for their respective costs associated with the termination.

SECTION 10: NOTICE

10.1 Any notice required to be given under this MOU will be made in writing and be delivered via secure means.

- a) In the case of RCMP:
 - Director General
 - Operations Prioritization and Protective Services
 - Federal Policing
 - 73 Leikin Drive
 - Ottawa, Ontario
 - K1A 0R2

- (b) In the case of CSIS:
 - Director General, Security Screening Branch
 - Canadian Security Intelligence Service

P.O. Box 9732, Postal Station "T"
Ottawa, ON
K1G 4G4
Fax: (613) 842-1902
Internet email

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10.2 The following applies to any notice required to be given under section 10 of this MOU :

- a) It is to be made in writing in the form of a letter;
- b) It is to be sent by email under established security protocols

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À L'INFORMATION.

PROCESSED BY CSIS UNDER THE
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SECTION 11: LEGAL EFFECT

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

In Witness Whereof, the Participants hereto have executed this MOU the day and year indicated below:

Signed at Ottawa this 30 day of OCTOBER, 2014

Signed at Ottawa this 7 day of October, 2014

Royal Canadian Mounted Police

Canadian Security Intelligence Service

By: 
Serge Lalonde
A / Director General
Operations Prioritization and
Protective Services
Royal Canadian Mounted Police

By: _____
Director General
Security Screening Branch
Canadian Security Intelligence
Service