

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.

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- 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

[Signature]
Director
Canadian Security Intelligence Service

Date: January 8, 2007

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ACCESS TO INFORMATION ACT
REVISE PAR LE SCRS EN VERTUE DE LA LOI
SUR LA PROTECTION DES RENSEIGNEMENTS
PERSONNELS ET/OU DE LA LOI SUR L'ACCES
A L'INFORMATION

Executed on behalf of the Communications Security Establishment by

[Signature]
Chief
Communications Security Establishment

Date: 12/1/07

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Caveats:

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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