

CONFIDENTIAL



## Communications Security Establishment

**Memorandum of Understanding  
between  
The Communications Security Establishment  
and  
Natural Resources Canada  
concerning  
Handling of SIGINT end-product reports**

May 16, 2013

## PURPOSE

1. The Communications Security Establishment (CSE) and Natural Resources Canada (together with CSE, the Participants) recognize the importance of cooperation to ensure that the highest standards of security are applied to signals intelligence (SIGINT) report handling. This Memorandum of Understanding (MOU) is intended to clarify roles, responsibilities and standards governing the dissemination and usage of classified information supplied by CSE to Natural Resources Canada.

## AUTHORITIES

2. CSE's mandate, powers and authorities are defined in Part V.1 of the *National Defence Act*, as amended by the *Anti-Terrorism Act* of December 2001. In broad terms, CSE provides: foreign signals intelligence in accordance with Government of Canada (GoC) intelligence priorities; advice, guidance and services to help protect electronic information and information infrastructures of importance to the GoC, and technical and operational assistance to federal law enforcement and security agencies in the performance of their lawful duties. CSE is also the cryptology and information technology security authority under the *Policy on Government Security* (PGS).

3. Natural Resources Canada's mission is to enhance the responsible development and use of Canada's natural resources and the competitiveness of Canada's natural resource sector. The intelligence program aids in this through the effective exploitation of classified information to aid strategic policy making, emergency management and risk assessment, and by identifying economic or political trends and threats to provide informed decision making.

## ACCESS

4. Natural Resources Canada recognizes CSE's authority to manage the distribution of SIGINT reports as outlined in Treasury Board's *Policy on Government Security* (PGS)

5. Under this authority, CSE authorizes Natural Resources Canada to access SIGINT end-product reporting at its CSE-accredited sites, as outlined in this MOU, with the exception of restricted reporting.

6. Natural Resources Canada will provide CSE with current copies of the procedures and processes that describe Natural Resources Canada's use of SIGINT at each location.

7. [REDACTED] is the CSE application that enables Web-based dissemination of SIGINT information to client desktops based on specified client requirements. Appropriately security-cleared Natural Resources Canada staff may be granted access to [REDACTED] using terminals located within a SIGINT Secure Area (SSA).

8. CSE will support dissemination within Natural Resources Canada by granting, to selected, appropriately security-cleared/indoctrinated and trained Natural Resources Canada employees, access to the [REDACTED] Client Service Interface. This will permit selected users to enter client profiles, feedback and requirements, allowing CSE in return, to track and measure SIGINT end-product usage of clients at Natural Resources Canada. Natural Resources Canada personnel with access to the Client Service Interface will be required to complete a standard training program on the SIGINT process and policies as determined by CSE.

9. Natural Resources Canada users will keep their [REDACTED] information accurate and current.

10. Natural Resources Canada understands and agrees that all access, handling, distribution, retention and destruction of SIGINT material will be executed in accordance with the *Canadian SIGINT Security Standards* (CSSS) and other applicable policies and procedures. CSE reserves the right to conduct, in cooperation with Natural Resources Canada, on-site security audits on the handling of SIGINT material.

11. CSE is committed to providing Natural Resources Canada the training, policy and operational support required to utilize [REDACTED]. Likewise, Natural Resources Canada is committed to keeping CSE abreast of any changes to its internal policies and procedures concerning SIGINT handling.

#### AUTHORIZED USE AND HANDLING

12. Natural Resources Canada recognizes that "authorized use" of [REDACTED] refers to any use of SIGINT by Natural Resources Canada that can be clearly shown to be in support of its mandate, which may include "need-to-know"-based searches of [REDACTED] internal dissemination, inclusion of SIGINT in briefings and assessments, and actions taken based on SIGINT, any and all of which must receive prior approval by CSE's Disclosure, Policy and Review Group. Terms and conditions of SIGINT use are subject to the CSSS, SIGINT Dissemination Procedures and all CSE Operational Policies, and may be further refined by CSE in MOU's or letters of agreement.

13. "Need-to-know" is a determination made by an authorized holder of information to assess whether a recipient requires access to that information in order to perform an authorized government function. This is a fundamental aspect of SIGINT handling and reflects the principle that not everyone who is cleared and indoctrinated to see SIGINT necessarily needs to see all of it. (For further details, see *CSSS-100, Canadian SIGINT Security Standards*, available on the CSE Mandrake homepage.)

14. Natural Resources Canada will ensure that all Natural Resources Canada products that contain information from SIGINT are appropriately security marked and referenced.

#### MONITORING

15. Natural Resources Canada understands that [REDACTED] is subject to system and security auditing and monitoring by CSE. Any use of [REDACTED] must follow the principles of "authorized use" and "need-to-know". Users understand that their [REDACTED] use is subject to monitoring, and unauthorized activities are subject to sanctions.

16. Natural Resources Canada must report compromises or suspected compromises of SIGINT in accordance with the CSSS-100.

#### RESTRICTED REPORTING

17. The Parties recognize that the dissemination of restricted SIGINT reporting to Natural Resources Canada officials will be performed by a CSE Client Relations Officer (CRO). Natural Resources Canada officials reviewing product will direct content related queries to the designated CSE CRO.

#### CONFIDENTIALITY AND SECURITY OF INFORMATION

18. Information provided by CSE will only be used for the specific purpose for which it is provided. The Participants will ensure that appropriate procedures are in place to protect the information from any further disclosure.

19. The Participants will not disclose any information provided pursuant to this MOU to a third party without the permission of the originating Participant.

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CONTACTS

20. The primary CSE client relations contact person is [REDACTED]
21. The primary Natural Resources Canada contact person is Alan Dickie, Manager of Intelligence and COMCO.

MODIFICATION

22. This MOU may be modified at any time by written consent of the Participants.

EFFECTIVE DATE

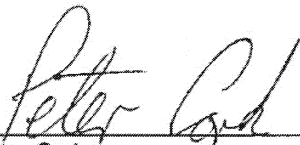
23. This MOU will come into effect when signed by the Participants and shall remain in effect until terminated.

TERMINATION

24. Either Participant may terminate this MOU at any time upon written notification.

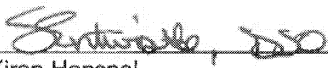
REVIEW

25. This Memorandum of Understanding will be reviewed periodically to ensure it remains current with operational requirements and administrative changes.

  
Peter Cork

Date 6 JUNE 2013

Director General,  
Intelligence Branch  
Communications Security Establishment Canada

  
for Kiran Hanspal  
Director General  
Human Resources and Security Management Branch  
Natural Resources Canada

Date 7 November 2013