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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

SECRET

TABLE OF CONTENTS

PREAMBLE	3
SECTION 1: PURPOSE	4
SECTION 2: DEFINITIONS	4
SECTION 3: SCOPE OF COOPERATION	5
SECTION 4: MOU GOVERNANCE	7
SECTION 5: INFORMATION MANAGEMENT	8
SECTION 6: ADMINISTRATIVE AND FINANCIAL ARRANGEMENTS	9
SECTION 7: EFFECTIVE DATE, AMENDMENT AND TERMINATION.....	9
SECTION 8: LEGAL EFFECT	10
ANNEX: WORKING AGREEMENTS AND OTHER ARRANGEMENTS	11

Page 2 of 11

SECRET

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*.

IRRELEVANT

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

Page 3 of 11

IRRELEVANT

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 with training when necessary and appropriate;
- (c) enable the sharing of technologies and collaborate in the development and testing of technologies when appropriate;
- (d) cooperate to avoid duplication of technology development and technology initiatives related to operations by relying, as appropriate, on the technical expertise of CSE to advance both CSE and CSIS interests; and
- (e) exchange employees, when appropriate, while mutually recognizing the internal security measures of each party and ensuring that all personnel seeking access to either party's information have an appropriate security clearance and indoctrination level.

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.

SECRET

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.

Page 7 of 11

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

SECRET

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.

Page 9 of 11

SECRET

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

14 Dec 2011

Date

Dec 14, 2011

Date

SECRET

ANNEX

WORKING AGREEMENTS

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

- A - MOU between the Communications Security Establishment and the Canadian Security Intelligence Service on Certification and Accreditation of Facilities and Systems Processing SIGINT (April 22, 2012)
- 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. IRRELEVANT
3. MOU - Provision of the foreign intelligence by the Establishment to the Service in relation to section 14 of the *Canadian Security Intelligence Service Act*. (January 12, 2007)
4. Letter - IRRELEVANT
5. MOU - Use of CSIS Lands and Property for CSE Long Term Accommodation Project (April 7, 2011)

Last updated: APR 30 2012 (Date)