



Canadian  
Security  
Intelligence  
Service

Service  
canadien du  
renseignement  
de sécurité

Our file: 117-2014-345

Mr. Justin Ling  
Room 350N, Centre Block,  
Parliament of Canada Wellington St  
Ottawa, Ontario  
K1A 0A6

AVR 29 2015

Dear Mr. Ling:

This refers to your *Access to Information Act* request of October 28, 2014, for "**All Ministerial directions Memorandum of Understanding or Co-operation agreements between CSIS and the Communications Security Establishment Canada (CSEC)**", received on October 31, 2014.


Enclosed please find a copy of the releasable material pertaining to the subject of your request. Portions of the material have been exempted from disclosure by virtue of one or more of sections 15(1) (defence of Canada), 15(1) (as it relates to the efforts of Canada towards detecting, preventing or suppressing subversive or hostile activities), 23 and/or 24(1) of the *Act*.

In addition, some of the information has been excluded under section 69(1) of the *Act*.

You may use the contact information located in the letterhead to contact us should you wish to obtain clarification concerning your request. Please provide the file number at the top of this letter in any subsequent correspondence.

Please be advised that you are entitled to file a complaint to the Information Commissioner concerning the processing of your request within sixty days of the receipt of this notice. In the event you decide to avail yourself of this right, your notice of complaint should be addressed to: **Information Commissioner of Canada, 30 Victoria Street, Gatineau, Quebec, K1A 1H3.**

Yours truly,

  
Michel Joyal  
Coordinator  
Access to Information  
and Privacy

Attachments

THIS MEMORANDUM OF UNDERSTANDING made in duplicate this 1st day of November, 1990

LE PRESENT PROTOCOLE D'ENTENTE a été fait en double exemplaire ce 1er jour de novembre, 1990

Between the COMMUNICATIONS SECURITY ESTABLISHMENT (hereinafter referred to as "the Establishment") as represented herein by the chief

Entre LE CENTRE DE LA SECURITE DES TELECOMMUNICATIONS (ci-après appelé "le Centre") représenté par son chef

OF THE FIRST PART

D'UNE PART

and the CANADIAN SECURITY INTELLIGENCE SERVICE (hereinafter referred to as "the Service") as represented herein by the Director

et LE SERVICE CANADIEN DU RENSEIGNEMENT DE SECURITE (ci-après appelé "le Service"), représenté par son directeur

OF THE SECOND PART

D'AUTRE PART

Title

Titre

Cooperation between the Communications Security Establishment and the Canadian Security Intelligence Service (Information/Intelligence exchange and Operational support) in relation to the Canadian Security Intelligence Service Act (hereinafter referred to as the Act)

Coopération entre le Centre de la sécurité des télécommunications et le Service canadien du renseignement de sécurité (échange d'informations et de renseignements et soutien opérationnel) en vertu de la Loi sur le Service canadien du renseignement de sécurité (ci-après appelée "la Loi")

Purpose

Objet

RECOGNIZING that pursuant to section 12 of the Act, the Service is required to collect by investigation or otherwise, to the extent that it is strictly necessary, and analyze and retain information

RECONNAISSANT que, conformément à l'article 12 de la Loi le Service recueille, au moyen d'enquêtes ou autrement, dans la mesure strictement nécessaire, et analyse et conserve des

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and intelligence respecting activities that may on reasonable grounds be suspected of constituting threats to the security of Canada;

RECOGNIZING that pursuant to section 12 of the Act the Service shall advise and report to the Government of Canada on matters relating to the security of Canada;

RECOGNIZING that the Service, pursuant to subsection 19(3) of the Act, may, for the purposes of the performance of its duties and functions, disclose information obtained in the performance of its duties and functions;

RECOGNIZING that the Establishment is the national organization which produces signals intelligence from foreign communications in support of Canada's defence and foreign policies and may have the expertise required from time to time by the Service to perform its duties and functions under the Act;

RECOGNIZING that the Service requires from time to time the specialized knowledge of the Establishment in order to perform its duties and functions under the Act;

RECOGNIZING that the Service, pursuant to sections 19(2)(b) and 19(2)(c) of the Act, may disclose certain information obtained in the performance of its duties and functions, to

informations et renseignements sur les activités dont il existe des motifs raisonnables de soupçonner qu'elles constituent des menaces envers la sécurité du Canada;

RECONNAISSANT que, conformément à l'article 12 de la Loi, le Service conseille le gouvernement du Canada sur des questions touchant la sécurité du Canada et lui fait rapport de celles-ci;

RECONNAISSANT que, conformément au paragraphe 19(3) de la Loi, le Service peut, en vue de l'exercice de ses fonctions, communiquer des informations acquises dans l'exercice de ses fonctions;

RECONNAISSANT que le Centre est l'organisme national chargé du renseignement tiré des télécommunications étrangères au soutien de la politique étrangère et de la politique de défense du Canada et qu'il peut posséder les compétences spéciales dont le Service a besoin de temps à autre afin d'exercer les fonctions qui lui sont conférées par la Loi;

RECONNAISSANT que le Service fait appel de temps à l'autre aux connaissances spéciales du Centre aux fins d'exercer les fonctions qui lui sont conférées en vertu de la Loi;

RECONNAISSANT que, conformément aux alinéas 19(2)b) et 19(2)c) de la Loi, le Service peut communiquer certaines informations acquises dans l'exercice de

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the Secretary of State for External Affairs or a person designated for the purpose by the Secretary of State for External Affairs or to the Minister of National Defence or a person designated for the purpose by the Minister of National Defence;

RECOGNIZING that pursuant to section 19(2)(a) of the Act, the Service may disclose certain information obtained in the performance of its duties and functions if the information may be used in the investigation or prosecution of an alleged contravention of any law of Canada or a province;

RECOGNIZING that, until such time as the Service discloses information to the Chief of the Establishment in his capacity as designate of either the Secretary of State for External Affairs or the Minister of National Defence, the Establishment holds all such information in its capacity as the agent of the Service;

RECOGNIZING that the Chief of the Establishment has been designated by the Secretary of State for External Affairs and by the Minister of National Defence, respectively, as a person authorized to receive information disclosed by the Service under sections 19(2)(b) and 19(2)(c) of the Act;

AND RECOGNIZING that the Service may, in accordance with subsection 17(1) of the

ses fonctions en secrétaire d'Etat aux Affaires extérieures ou à la personne qu'il désigne à cette fin, ou au ministre de la Défense nationale ou à la personne qu'il désigne à cette fin;

RECONNAISSANT que, conformément à l'alinéa 19(2)a) de la Loi, le Service peut communiquer certaines informations acquises dans l'exercice de ses fonctions lorsque ces informations peuvent servir dans le cadre d'enquêtes ou de poursuites relatives à une infraction présumée à une loi fédérale ou provinciale;

RECONNAISSANT que, jusqu'à ce que le Service communique les informations au chef du Centre en tant que personne désignée par le secrétaire d'Etat aux Affaires extérieures ou le ministre de la Défense nationale, c'est à titre d'agent du Service que le Centre détient toutes les informations qui lui sont fournies;

RECONNAISSANT que le chef du Centre a été désigné par le secrétaire d'Etat aux Affaires extérieures et par le ministre de la Défense nationale comme personne autorisée à recevoir des informations communiquées par le Service en vertu des alinéas 19(2)b) et 19(2)c) de la Loi;

ET RECONNAISSANT que le Service peut, conformément au paragraphe 17(1) de la Loi,

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Act, with the approval of the Solicitor General, enter into an arrangement with any portion of a department of the Government of Canada for the purpose of performing its duties and functions under the Act and the Establishment in such a portion;

NOW THEREFORE the Service and the Establishment hereby agree, subject to applicable laws to cooperate by each providing, on a timely basis, in accordance with the procedures set out in this Memorandum of Understanding, information in its possession relating to the assigned responsibilities of the other party and by each providing operational support respecting each other's responsibility.

This Memorandum of Understanding identifies the conditions under which the Service and the Establishment may cooperate by exchanging information or by providing operational support and sets out the procedures for such cooperation.

**Interpretations**

1. In this Memorandum of Understanding:

avec l'approbation du solliciteur général, conclure des ententes avec n'importe quel secteur, tel que le Centre, dans l'exercice des fonctions qui lui sont conférées par la Loi;

PAR CONSÉQUENT, le Service et le Centre conviennent, sous réserve des lois pertinentes, de collaborer en échangeant, en temps opportun et en conformité avec les procédures énoncées dans le présent protocole d'entente, des informations qu'ils détiennent concernant les responsabilités de l'autre partie en se fournissant mutuellement le soutien opérationnel utile à l'exécution de leurs responsabilités respectives.

Le présent protocole établit les conditions dans lesquelles le Service et le Centre peuvent collaborer en échangeant des informations ou en fournissant un soutien opérationnel, et énonce les procédures applicables à cette collaboration.

**Définitions**

1. Les définitions qui suivent s'appliquent au présent protocole d'entente.

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"foreign intelligence" means information relating to the conduct of the international affairs of Canada or relevant to the defence of Canada;

"operational support" means the logistical, financial, technical or personnel assistance that the Service or the Establishment may, subject to applicable law, provide to the other to support the operational activities carried out by the other;

"security intelligence" means information that relates to threats to the security of Canada;

"threats to the security of Canada" has the same meaning as in section 2 of the Act.

Procedures Respecting the Exchange of Information and Operational Support

2. Security intelligence or foreign intelligence shall only be exchanged between the Service and the Establishment in accordance with the procedures set out in Article 3 through 8 of this Memorandum of Understanding.

3. The exchange of information contemplated pursuant to this Memorandum of Understanding shall be effected under the control of personnel carrying out the duties of the functional positions listed in Appendix "A" for the Service and "B" for the Establishment. The

"renseignement étranger": informations concernant la conduite des affaires internationales ou la défense du Canada;

"soutien opérationnel": aide logistique, financière, technique ou aide en matière de personnel que le Service ou le Centre peut, sous réserve de la loi pertinente, fournir à l'autre pour appuyer les activités opérationnelles menées par l'autre;

"renseignement de sécurité": informations concernant les menaces envers la sécurité du Canada;

"menaces à la sécurité du Canada": a le sens que lui donne la définition contenue à l'article 2 de la Loi.

Procedures concernant l'échange d'informations et le soutien opérationnel

2. Le renseignement de sécurité ou le renseignement étranger ne sont échangés entre le Service et le Centre qu'en conformité des procédures énoncées aux articles 3 à 8 du présent protocole d'entente.

3. L'échange d'informations prévu au présent protocole d'entente se fait sous le contrôle des personnes exerçant les fonctions des postes énumérés à l'annexe A pour le Service et à l'annexe B pour le Centre. Le chef du Centre et le directeur du

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Chief of the Establishment and the Director of the Service shall inform each other in writing of changes to the designated positions.

Service s'informeront mutuellement par écrit des changements apportés à ces postes.

4. The Service shall comply with any guidelines that the Establishment may from time to time make for the handling of security intelligence or foreign intelligence that it receives from the Establishment.

4. Le Service s'engage à se conformer à toutes les lignes directrices que le Service peut établir de temps à autre concernant le traitement du renseignement de sécurité ou du renseignement étranger qu'il reçoit du Centre.

5. The Establishment shall comply with such guidelines on the handling of security intelligence or foreign intelligence as the Service may issue. The first set of these Guidelines is included as Appendix C. The Establishment is free to propose alternative procedures to suit the circumstances of a particular case and, if agreed by both parties, will be implemented as specified in Article 10.

5. Le Centre s'engage à se conformer à toutes les lignes directrices que le Service peut émettre sur le traitement du renseignement de sécurité ou du renseignement étranger. La première série de telles lignes directrices est consignée à l'annexe C. Le Centre est libre de proposer des procédures de rechange en fonction de circonstances particulières, lesquelles, si les deux parties en conviennent, sont mises en œuvre en conformité avec l'article 10 du présent protocole.

6. Before using any Establishment controlled information in a warrant application pursuant to Part II of the Act, the Service undertakes to consult fully with the Establishment. Furthermore, the Service undertakes to draw the attention of the Solicitor General during consultation with him as part of the warrant application approval process.

6. Le Service s'engage à consulter le Centre sur tous points avant d'utiliser une information contrôlée par celui-ci aux fins d'une demande de mandat en vertu de la partie II de la Loi. En outre, le Service s'engage à porter à l'attention du solliciteur général, dans le cadre du processus d'approbation des demandes de mandat, la nature de cette information.

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7. The provision of operational support will be facilitated by representatives designated jointly by the Chief of the Establishment and the Director of the Service.

7. Le chef du Centre et le directeur du Service désignent conjointement des représentants chargés d'aider les deux parties à s'assurer mutuellement le soutien opérationnel nécessaire.

8. The Director of the Service, through the Deputy Director (Corporate Management and Support Services), and the Chief of the Establishment, through the Deputy Chief, shall ensure that the general performance of the Memorandum of Understanding and its related Guidelines are assessed annually.

8. Le directeur du Service, par l'entremise du sous-directeur (Gestion générale et services de soutien) et le chef du Centre, par l'entremise du sous-chef, font évaluer annuellement l'exécution globale du présent protocole d'entente et les lignes directrices pertinentes.

Coming Into Force, Termination and Amendment

Entrée en vigueur, annulation et modification

9. a) This agreement shall enter into force on November 1, 1990.

9. a) La présente entente prendra effet le 1er novembre, 1990.

b) This Memorandum of Understanding may be terminated by mutual consent of the parties or by either party giving notice in writing at any time. The Memorandum of Understanding shall cease to be in force six months after the day on which notice was given.

b) Les parties peuvent d'un commun accord mettre fin à la présente entente. L'une ou l'autre partie peut aussi la résilier en tout temps en donnant un avis écrit. La résiliation prend effet six mois après la date de l'avis.

10. With the approval of the appropriate Ministers, this Memorandum of Understanding may be amended from time to time by the parties through an exchange of letters.

10. Sous réserve de l'approbation des ministres compétents, les parties peuvent modifier de temps à autre le présent protocole d'entente par échange de lettres.

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**Previous Agreement(s) for  
Release of Information**

11. Any existing agreement or arrangement between the Service and the Establishment for the release of information or for operational support, is superseded by this Memorandum of Understanding.

12. Cooperation related to the provisions of section 16 of the Act shall be subject to a separate Memorandum of Understanding.

**Entente(s) antérieures  
concernant la communication  
d'informations**

11. Le présent protocole d'entente remplace toute entente ou tout arrangement antérieur entre le Service et le Centre concernant la communication d'informations ou le soutien opérationnel.

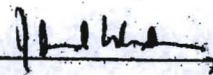
12. La collaboration prévue à l'article 16 de la Loi fait l'objet d'un protocole d'entente distinct.

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PERSONNELS ET/OU DE LA LOI SUR L'ACCÈS  
À L'INFORMATION.

Executed on behalf of the  
Canadian Security Intelligence  
Service by

Signé au nom du Service  
canadien du renseignement de  
sécurité par le


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

  
\_\_\_\_\_  
Director du  
Service canadien du  
renseignement de sécurité

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À L'INFORMATION.

Executed on behalf of the  
Communications Security  
Establishment by

Signé au nom du Centre de la  
sécurité des  
télécommunications par

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

  
\_\_\_\_\_  
Chef du  
Centre de la sécurité des  
télécommunications

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APPENDIX "A"

LIST OF POSITIONS AUTHORIZED BY THE CANADIAN SECURITY INTELLIGENCE SERVICE FOR THE PURPOSES OF THIS MEMORANDUM OF UNDERSTANDING

Deputy Director Corporate Management and Support Services

Deputy Director Operations and Analysis

Assistant Director Requirements and Analysis

Director General Analysis and Production

Director General Counter Intelligence

Director General Counter Terrorism

Director General Security Screening

Director General

Director General

Advisor

Head Communications Security Establishment - Liaison

ANNEXE "A"

LISTE DES REPRESENTANTS AUTORISES DU SERVICE CANADIEN DE RENSEIGNEMENTS DE SECURITE AUX FINS DU PRESENT PROTOCOLE D'ENTENTE

sous-directeur Gestion generale et services de soutien

Sous-directeur Operations et Analyse

sous-directeur Exigences et Analyse

Directeur general Analyse et Production

Directeur general Contre-espionnage

Directeur general Antiterrorisme

Directeur general Filtrage de securite

Directeur general

Directeur general

Conseiller

Chef Centre de la securite des telecommunications - Liaison

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APPENDIX "B"

LIST OF POSITIONS AUTHORIZED BY THE COMMUNICATIONS SECURITY ESTABLISHMENT FOR THE PURPOSES OF THIS MEMORANDUM OF UNDERSTANDING

- Deputy Chief
- Director General
- Director General
- Deputy Director General
- Director Group
- Director Group
- Director Group
- Director Group

ANNEXE "B"

LISTE DES REPRESENTANTS AUTORISES DU CENTRE DE LA SECURITE DES TELECOMMUNICATIONS AUX FINS DU PRESENT PROTOCOLE D'ENTENTE

- Sous-chef
- Directeur général
- Directeur général
- Sous-directeur général
- Directeur Groupe
- Directeur Groupe
- Directeur Groupe
- Directeur Groupe

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APPENDIX "C"

ANNEXE "C"

A - THREATS TO THE SECURITY OF CANADA

A - MENACES ENVERS LA SECURITE DU CANADA

1. The Service shall

1. Le Service fournit au

2. Subject to Articles 4 and 11 to 14 below, the Service authorizes the Establishment to provide such information,

2. Sous réserve des articles 4 et 11 à 14 ci-dessus, le Service autorise le centre à fournir des informations.

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**Security Intelligence Product**

**Renseignement de sécurité**

3. The Establishment shall report immediately to the

3. Le Centre doit communiquer immédiatement au

4. a)

4. a)

b) The Service authorizes the Establishment to provide

b) Le Service autorise le Centre à fournir

5. a) Subject to the limitations set out in Articles 11 to 14 the Service authorizes the Establishment

5. a) Sous réserve des restrictions énoncées aux articles 11 à 14, le Service autorise le Centre

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b) Notwithstanding Article 5(a) the Establishment is authorized to provide

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b) Notwithstanding article 5 a), le Centre est autorisé à fournir,

6. Notwithstanding Article 11(a) all information provided to the Service

6. Nonobstant l'article 11a), toutes les informations fournies au Service

7. All information which the Establishment or the Service believes is essential in the public interest shall be reported to the Service.

7. Toute information que le Centre ou le Service estime essentielle à servir l'intérêt public doit être communiquée au Service.

8 - FOREIGN INTELLIGENCE

8 - RENSEIGNEMENT ÉTRANGER

8. Subject to Articles 11 to 14 below,

8. Sous réserve des articles 11 à 14 ci-dessous,

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shall be subject to continuing designation of the Chief of the Establishment under the Act and whatever guidelines may be established by the Secretary of State for External Affairs or by the Minister of National Defence.

que si le chef du Centre continue d'être désigné en vertu de la Loi à cette fin et sous réserve de toutes les lignes directrices prescrites par le secrétaire d'Etat aux Affaires extérieures ou par le ministre de la Défense nationale.

**C - CRIMINAL INTELLIGENCE**

**C - RENSEIGNEMENTS CRIMINELS**

9. All information which may be used in the investigation or prosecution of an alleged contravention of any law of Canada or a province shall be reported to the Service.

9. Toute information pouvant servir dans le cadre d'enquêtes ou de poursuites relatives à une infraction prévue à une loi fédérale ou provinciale doit être communiquée au Service.

10. Subject to Articles 11 to 14 below, the Establishment

10. Sous réserve des articles 11 à 14 ci-dessous, le Centre

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RÉVISÉ PAR LE SCRS EN VERTUE DE LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS ET/OU DE LA LOI SUR L'ACCÈS À L'INFORMATION.

D - LIMITATIONS

11. All information must be:

D - RESTRICTIONS

11. Toutes les informations doivent être:

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PROCESSED BY CSIS UNDER THE PROVISIONS OF THE PRIVACY ACT AND/OR ACCESS TO INFORMATION ACT.  
RÉVISÉ PAR LE SCRS EN VERTUE DE LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS ET/OU DE LA LOI SUR L'ACCÈS À L'INFORMATION.

APPENDIX "D"

ANNEXE "D"

Minimization Procedures

Minimisation des divulgations  
minimales

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ACCESS TO INFORMATION ACT.  
RÉVISÉ PAR LE SCRS EN VERTUE DE LA LOI  
SUR LA PROTECTION DES RENSEIGNEMENTS  
PERSONNELS ET/OU DE LA LOI SUR L'ACCÈS  
À L'INFORMATION.

PROCESSED BY CSIS UNDER THE  
PROVISIONS OF THE PRIVACY ACT AND/OR  
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RÉVISÉ PAR LE SCRS EN VERTUE DE LA LOI  
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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.

**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  
 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.

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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

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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. \_\_\_\_\_ (Date)

Last updated: 30 2012

**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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RÉVISÉ PAR LE SCRS EN VERTUE DE LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS ET/OU DE LA LOI SUR L'ACCÈS À L'INFORMATION.

c)

d)

PROCESSED BY CSIS UNDER THE PROVISIONS OF THE PRIVACY ACT AND/OR ACCESS TO INFORMATION ACT.  
RÉVISÉ PAR LE SCRS EN VERTUE DE LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS ET/OU DE LA LOI SUR L'ACCÈS À L'INFORMATION.

For CSIS

a)

b)

c)

PROCESSED BY CSIS UNDER THE PROVISIONS OF THE PRIVACY ACT AND/OR ACCESS TO INFORMATION ACT.  
RÉVISÉ PAR LE SCRS EN VERTUE DE LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS ET/OU DE LA LOI SUR L'ACCÈS À L'INFORMATION.

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

PROCESSED BY CSIS UNDER THE PROVISIONS OF THE PRIVACY ACT AND/OR ACCESS TO INFORMATION ACT.  
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RÉVISÉ PAR LE SCRS EN VERTUE DE LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS ET/OU DE LA LOI SUR L'ACCÈS À L'INFORMATION.

**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**

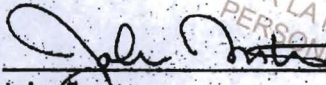
Either Party may terminate this MOU upon providing the other with advance written notice of 60 business days.


**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

PROCESSED BY CSIS UNDER THE PROVISIONS OF THE PRIVACY ACT AND/OR ACCESS TO INFORMATION ACT.  
RÉVISÉ PAR LE SCRS EN VERTUE DE LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS ET/OU DE LA LOI SUR L'ACCÈS À L'INFORMATION.

**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 23 2011</p>			
<p>CCM: ADP / DAP</p>			<p>Please keep this T/Slip w/documents for our records -Thank you</p>

**TRANSMITTAL SLIP - NOTE D'ENVOI**

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Action / Donnez suite >	<input type="checkbox"/> Signature	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Comments / Commentaires	<input type="checkbox"/> Information
Priority / Priorité >	<input type="checkbox"/> Routine	<input type="checkbox"/> Urgent	<input checked="" type="checkbox"/> Immediate Attention / Attention immédiate	
Deadline / Délai >	JUN 23 2011			

**CSIS/SCRS**

Record of Consultation Rapport de consultation	Concur D'accord		Comments-Commentaires
	Yes Oui	No Non	
DLS			<p align="right"><b>ADO/DAO</b> # 9464</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>
CSE Legal			
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ADO			
DDA	<input type="checkbox"/>	<input type="checkbox"/>	
DDO	<input type="checkbox"/>	<input type="checkbox"/>	
<p><b>CSIS / SCRS</b></p> <p>JUN 23 2011</p>			
CCM: ADP / DAP			Please keep this T/Slip w/documents for our records -Thank you

**TRANSMITTAL SLIP - NOTE D'ENVOI**

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<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> >	JUN 23 2011			

Record of Consultation Rapport de consultation	Concur D'accord		Comments-Commentaires DDO / SDO
	Yes Oui	No Non	
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CSE Legal			
CSE Policy			
PSC Legal			
PSC Nat. Sec. Policy Directorate			
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DDO			
<p align="center"><b>CSIS / SCRS</b></p> <p align="center">JUN 13 2011</p>			
<b>CCM:</b> ADP / DAP			Please keep this T/Slip w/documents for our records -Thank you

Comments / commentaires:

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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**

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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.

**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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(MOU)**

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(CSIS)**

**And**

**THE COMMUNICATIONS SECURITY ESTABLISHMENT *Canada*  
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**collectively referred to as the 'parties'**

**Concerning an arrangement for ongoing cooperation on information and intelligence collection,  
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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;

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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

SECRET

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.
- 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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Canadian Security  
Intelligence Service



Service canadien du  
renseignement de sécurité

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 :**

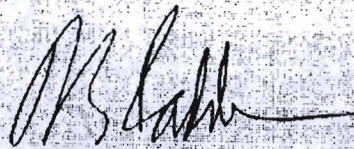
The framework arrangement will set out the terms and conditions of our cooperation. As well, it will layout the nature and scope of working agreements to implement the cooperation between the two organizations. The Memorandum of Understanding (MOU) will confirm the foundation of our cooperation for the 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 renseignement de sécurité

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**SECRET**

200-68

NOV 18 2011

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, Terminal  
 Ottawa, Ontario K1G 0G1  
 1-877-975-3732

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

Handwritten initials and signature in the top right corner.

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**

Handwritten initials 'a107' below CSIS/SCRS.

**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 of Vic Foews, P.C., Q.C., M.P. over a large diagonal watermark stamp: "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".

**CSIS/SCRS**

# 12259

AUG 23 2011

**DG POLICY**

Handwritten initials 'ckc' below DG POLICY.

**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.

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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

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# Canadian Security Intelligence Service and Communications Security Establishment

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## Memorandum of Understanding

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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 ERL  
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, 2001

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PERSONNELS ET/OU DE LA LOI SUR L'ACCES  
A L'INFORMATION

Executed on behalf of the Communications Security Establishment by

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

Date: 12/1/01

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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

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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

Cerrid 586125

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

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**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:

2010-04-12

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