

For Public Release

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MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CANADIAN SECURITY INTELLIGENCE SERVICE
(HEREINAFTER REFERRED TO AS "CSIS")

AND

THE HOUSE OF COMMONS (OFFICE OF THE SERGEANT-AT-ARMS)
(HEREINAFTER REFERRED TO AS "SAA")

Collectively referred to as the "Participants"

Concerning sharing information for the purpose of
Enhancing the safety and security of members of the House of Commons (the House)

BACKGROUND

WHEREAS CSIS has the mandate to collect (by investigation or otherwise and to the extent that it is strictly necessary), analyze, and retain information and intelligence respecting activities that may, on reasonable grounds, be suspected of constituting threats to the security of Canada and, in relation thereto, shall report to and advise the Government of Canada.

WHEREAS CSIS may disclose information obtained in the performance of its duties and functions only in accordance with section 19 of the *CSIS Act*.

WHEREAS the Integrated Terrorism Assessment Centre (ITAC), as a functional entity within CSIS, operates under the provisions and authorities of the *CSIS Act*.

WHEREAS ITAC has a mandate to produce comprehensive, integrated assessments on suspected threats to the security of Canada, and to disclose assessments of these threats to federal, provincial, territorial, and municipal stakeholders, and, where appropriate, private security contractors.

WHEREAS the House has complete and sole authority to regulate and administer its parliamentary precinct.

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WHEREAS the House, through the SAA, has the responsibility for ensuring the safety and security of members of the House, including the Speaker, the Board of Internal Economy, Members of Parliament, committees of the House, the Clerk, and the House Administration.

WHEREAS the laws and policies applicable to government institutions relating to information management, including the *Access to Information Act*, the *Privacy Act*, and the information management and government security policies of the Treasury Board Secretariat do not apply to the House, so will be treated as a third party or "other organization," as appropriate;

WHEREAS the Participants have a common interest in sharing information to enhance the safety and security of members of the House.

PURPOSE

This MOU sets out the roles and responsibilities of the Participants in sharing information for the purpose of enhancing the safety and security of members of the House.

ROLES AND RESPONSIBILITIES

1. ACCURACY OF INFORMATION

Each Participant will:

- use their best efforts to verify the accuracy and completeness of the information transmitted to the other Participant;
- attach caveats, as required, describing any known limits in the accuracy or completeness of the information shared;
- promptly notify the other Participant upon learning that inaccurate or potentially unreliable information may have been shared.

2. USE OF INFORMATION

Each Participant will:

- use the information provided by the other Participant solely to enhance the safety and security of members of the House;

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- not disseminate the information to any party outside their organization without the prior consent of the disclosing Participant.

For greater clarity, the SAA may share information about potential threats made against parliamentarians for analysis and use in ITAC's assessment products; and for use in related CSIS investigations. ITAC, in turn, may share threat assessment products, and CSIS may disclose information that it suspects constitutes a threat to the security of Canada, in support of the SAA's mandate to ensure security both inside and outside the Chamber.

3. *CONFIDENTIALITY OF INFORMATION*

Each Participant will:

- attach appropriate security markings, caveats, and dissemination controls, as required, to all information shared;
- retain, use, and disseminate information shared in strict accordance with the accompanying security markings, and all related physical, information technology, and personnel security requirements;
- comply with all caveats, dissemination controls, and other conditions or terms attached to the information shared;
- limit access to information shared to employees who have a need to know because of their duties and functions, and who have the appropriate security clearance and indoctrination, as required;
- take all reasonable measures to preserve the confidentiality and integrity of information shared, and safeguard it against accidental or unauthorized access, use or disclosure; and
- maintain appropriate records concerning the disclosure and receipt of information shared.

Obligations of confidentiality on the Participants will survive the expiry or termination of this MOU.

4. *INFORMATION MANAGEMENT*

CSIS and the SAA will identify officials who will be responsible for sharing information between their respective organizations.

Each Participant will:

- retain and dispose of the information shared under this MOU in accordance with the laws, policies,

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and procedures that apply to each Participant regarding protection of personal information and records management;

- immediately return or destroy any information that should not have been shared with the other Participant under this MOU; and
- promptly notify the other Participant of any accidental or unauthorized use or disclosure of the information shared under this MOU, provide relevant details of the incident, and take all reasonable steps to prevent a re-occurrence.

FINANCIAL ARRANGEMENTS

Participants will be individually responsible for any and all costs they may incur related to carrying out their obligations under this MOU.

DESIGNATED REPRESENTATIVES

The following designated representatives are responsible for the implementation and management of the MOU, including any required notices:

FOR CSIS

Director General,
 ITAC
 1941 Ogilvie Avenue
 Ottawa, Ontario
 Telephone:

For the SAA

Paul Mellon
 Chief of Operations and
 Assistant Sergeant-at-Arms
 253A West Block
 Ottawa, Ontario
 Telephone:

Changes to the designated representatives will be executed upon receipt of written notification from the other Participant.

GENERAL

This MOU is not legally binding on either Participant or enforceable before the courts.

Each Participant will be responsible for any damages caused by the conduct of its employees or agents in carrying out the terms of this MOU.

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In the event of a dispute arising from the interpretation or operation of this MOU, it will be referred to the Participants' representatives, who will use their best efforts to resolve the matter amicably. If such negotiation fails, the designated signing authorities will be called upon to resolve the matter.

This MOU may be amended by the mutual written consent of the Participants' designated signing authorities.

The Participants' representatives will meet on an annual basis to review and assess the operation and effectiveness of this MOU.

IMPLEMENTATION AND DURATION OF THE MOU

This MOU becomes effective on the date of the last signature.

This MOU will be in effect for a period of 5 years beginning on the effective date.

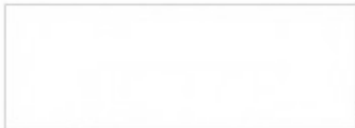
This MOU may be extended or renewed upon the mutual written consent of the Participants.

Either Participant may immediately terminate this MOU in the event the other Participant breaches its undertaking of confidentiality, otherwise compromises the security of the information shared, or uses the information for an unauthorized purpose. Either Participant may withdraw from this MOU for any other reason thirty (30) days after providing written notice.

SIGNING AUTHORITIES

The MOU has been signed in duplicate, in both official languages, each copy being equally authentic.

Signed by the authorized officers of the Participants:



A/Executive Director, ITAC

2023/03/17
date



Paul Mellon
Chief of Operations and Assistant Sergeant-at-Arms

2023/03/30
date

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