

MEMORANDUM OF UNDERSTANDING

THIS ARRANGEMENT

BETWEEN

THE ROYAL CANADIAN MOUNTED POLICE
(HEREINAFTER REFERRED TO AS "RCMP")

AND

THE HOUSE OF COMMONS
(HEREINAFTER REFERRED TO AS "THE HOUSE")

Collectively referred to as the "Participants"

Concerning sharing information for the purpose of enhancing the safety and security of the House.

BACKGROUND

WHEREAS there is currently no formal arrangement in place for the RCMP to share criminal threat information of interest with the House;

AND WHEREAS the House, through the Sergeant-at-Arms or his/her designate (hereinafter, SAA), has the right and mandate to ensure the safety and security of the House, including the Speaker, the Board of Internal Economy, Members of Parliament, committees of the House, the Clerk, and the House Administration;

AND WHEREAS the House has complete and sole authority to regulate and administer its precinct;

AND 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;

AND WHEREAS the RCMP has a mandate to ensure the safety and security of all Canadians, and is also mandated to provide protective services to all Members of Parliament;

AND WHEREAS the RCMP will ensure the appropriate safeguarding of sensitive and/or classified information

shared with other organizations in accordance with the Security Organization and Administration Standard;

AND WHEREAS the House, through the SAA, has an interest in sharing and receiving information with and from the RCMP to enhance the safety and security of the House;

AND WHEREAS the RCMP and the House have an interest in sharing criminal/sensitive information about threats to the House;

AND WHEREAS the RCMP and the House have a common interest in sharing information in the interest of the safety and security of the House;

NOW THEREFORE in consideration of the mutual covenants and conditions as hereinafter contained and subject to the terms and conditions as hereinafter set out, the Participants hereto intend the following:

1. PURPOSE AND SCOPE

This MOU sets out the roles and responsibilities of the Participants in sharing information for the purpose of enhancing the safety and security of the House, which includes its precinct, the Speaker, the Board of Internal Economy, Members of Parliament, committees of the House, the Clerk, and the House Administration.

2. LEVEL OF INFORMATION

Information exchanged will be limited to the Protected B level or lower and will be exchanged using existing capabilities for sending and receiving encrypted information (using the Entrust system on the House's side). Classification standards are outlined in the attached, Annex A, and the Participants consent to treat information accordingly.

3. CONFIDENTIALITY AND USE OF INFORMATION

Each Participant will:

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

3.2 treat information received from the other Participant in confidence and take all reasonable measures to preserve its confidentiality and integrity and to safeguard the information against accidental or unauthorized access, use or disclosure;

3.3 subject to article 3.2, the use, storage, and dissemination of information from either Participant will be in accordance with the security markings and caveats on it, and will comply with all physical, information

technology, and personnel security requirements when handling protected and/or classified information;

- 3.4 attach terms, conditions, or caveats to the information supplied, as the supplying Participant deems appropriate;
- 3.5 abide by all caveats, conditions or terms attached to the information;
- 3.6 maintain appropriate records concerning the transmission and receipt of information exchanged;
- 3.7 not disseminate the information outside their respective area of responsibility to any third party without the prior written consent of the supplying Participant;
- 3.8 handle all information as indicated in paragraph 3.1;
- 3.9 limit access to the information to those of its employees whose duties require such access, who are legally bound to keep confidences, have a need to know, and who have the appropriate security screening or clearance.

4. INFORMATION MANAGEMENT

Each Participant will:

- 4.1 administer, maintain and dispose of the information disclosed under this MOU in accordance with the laws, policies and guidelines that apply to each participant in regards to record retention and personal information. For the RCMP, this includes the *Privacy Act*, the *Library and Archives of Canada Act* and Policy on Government Security;
- 4.2 promptly notify the other of any unauthorized use or disclosure of the information exchanged under this MOU, furnish the other Participant with details of such unauthorized use or disclosure and, in the event of such an occurrence, the Participant responsible for the safeguarding of the information will take all reasonably necessary steps to prevent any re-occurrence;
- 4.3 protect and not disclose to a third party without prior approval the information received from the supplying Participant pursuant to this MOU where it pertains to, as applicable, national security, investigations, policing, security or otherwise as confidential information of a third party, unless the Participants decide that the public interest requires disclosure or it is otherwise required by law;
- 4.4 return forthwith any information that should not have been provided to the other Participant;
- 4.5 assign designates from their respective organizations responsible for the exchange of information.

5. ACCURACY OF INFORMATION

Each Participant will:

- 5.1 use its best efforts to verify the accuracy and completeness of the information provided to the other Participant;
- 5.2 promptly notify the other Participant if it learns that inaccurate or potentially unreliable information may have been provided or received and take all reasonable remedial steps.

6. JOINT RESPONSIBILITIES

The Participants will co-operate in maintaining equivalencies in information classification levels, as outlined above.

7. FINANCIAL ARRANGEMENTS

- 7.1 Each Participant will bear its own costs in carrying out its obligations under this MOU;
- 7.2 For greater clarity, this includes the costs associated with upgrading and maintaining secure office facilities, the acquisition of approved security containers, telecommunication equipment, electronic equipment, and carrying out personnel security screenings.

8. REPRESENTATIVES

The following officials are designated as the representatives for purposes of this MOU and any required notices will be delivered to:

For the RCMP: Protective Policing Michele PARADIS, C/Supt. DG Protective Policing, NHQ 73 Leikin Drive, Ottawa, Ontario, K1A OR2 Telephone: (613) 843-3445	For the House: Paul Mellon Chief of Operations 253A West Block, Ottawa, Ontario, K1A OA6 Telephone: (613) 943-0031
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Changes to the designated representative will be executed upon receipt of a written notification from the other Participant.

9. GENERAL

9.1 This MOU reflects the good faith and spirit of cooperation of the Participants but is not legally binding on any of them.

9.2 **Liability:** 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;

9.3 **Dispute Resolution:** In the event of a dispute arising from the interpretation or operation of this MOU, it will be referred to the Participants' representatives set out above, 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;

9.4 **Amendment:** This MOU may be amended by the mutual written consent of the Participants' designated signing authorities;

9.5 **Effective Date:** This MOU becomes effective on the date of the last signature;

9.6 **Term of MOU:** Unless terminated as provided herein, this MOU will be in effect for a period of 5 years beginning on the effective date;

9.7 **Extension:** This MOU may be extended or renewed upon the mutual written consent of the Participants;

9.8 **Monitoring:** The Participants will meet on an annual basis to review and assess the operation and effectiveness of this MOU;


9.9 **Termination:** Either Participant may immediately terminate this MOU in the event the other Participant breaches its undertakings of confidentiality, otherwise compromises the security of the information exchanged, or uses the information for an unauthorized purpose. Either Participant may withdraw from this MOU for any other reason, upon written notice of thirty (30) days;

9.10 **Survival of Obligations:** Termination does not release a Participant from any obligations that accrued while the MOU was in force and the obligations of confidentiality will survive the expiry or termination of this MOU;

SIGNING AUTHORITIES

Signed by the authorized officers of the Participants in the English and French languages, both versions being equally valid:

For the House:



Paul Mellon
Chief of Operations

Date: 2021/08/09

For the RCMP:

Michele D Paradis

Digitally signed by Michele D
Paradis
Date: 2021.08.09 10:45:35 -04'00'

Date: _____

C/Supt. Michele PARADIS
Director General, Protective Policing

Annex A

<p>PROTECTED Information</p> <p>PROTECTED A: Information whose compromise could reasonably be expected to cause injury to non-national interests. (e.g. Routine complaints, general information).</p>	<p>NON-NATIONAL Interest</p>
<p>PROTECTED B: Information applies to particularly sensitive information or other assets whose compromise could reasonably be expected to cause serious injury to non-national interests. (e.g. medical descriptions, organized crime).</p>	<p>Enhanced Reliability Status (ERS)</p> <p>This is a security level and a pre-requisite to a secret or top secret clearance.</p>
<p>PROTECTED C: Extremely sensitive information or other assets whose compromise could reasonably be expected to cause extremely grave injury to non-national interests. (e.g. information concerning life threatening situations).</p>	<p>NATIONAL Interest</p>
<p>CLASSIFIED Information</p> <p>CONFIDENTIAL/SECRET: Information whose unauthorized disclosure could reasonably be expected to cause serious injury to the national interest.</p>	<p>NATIONAL Interest</p>

TOP SECRET:

Information whose unauthorized disclosure could reasonably be expected to cause exceptionally grave injury to the national interest.

Security clearance of Secret or Top Secret.