

Memorandum of Understanding

Between

The National Security and Intelligence Committee of Parliamentarians Secretariat (NSICOP);

And

The National Security and Intelligence Review Agency Secretariat (NSIRA) (“the Participants”).

In light of section 9 of the *NSICOP Act* and section 13 of the *NSIRA Act*, the Participants intend to cooperate as follows:

1. Objectives and scope

- 1.1 The objectives of this Memorandum of Understanding (MOU) are to:
 - (a) set out a framework for cooperation to avoid unnecessary duplication of work;
 - (b) establish procedures for information sharing, and set parameters for information management;
 - (c) specify the Participants’ respective roles and responsibilities with respect to this MOU; and
 - (d) be transparent in informing the public and government institutions about the Participants’ agreement regarding cooperation.
- 1.2 The contents of this MOU do not preclude the development of other collaborative initiatives to meet objectives other than those described in paragraph 1.1.

2. MoU Governance

- 2.1 Each Participant is represented by the Secretariat’s Executive Director, who will sign this MOU and any subsequent amendment to this MoU.
- 2.2 For the purposes of administering this MOU, the Participants’ designated representatives are:
 - (a) For the NSICOP, the Director of Operations, NSICOP Secretariat; and
 - (b) For the NSIRA, the General Counsel and Senior Director, Review, NSIRA Secretariat.

3. Consultations

- 3.1 The Participants will meet at least once annually to discuss their respective review body’s review planning cycle and other relevant topics.

- 3.2 The designated representatives, or their delegates, will also consult with each other:
- (a) at the beginning of each review body's review planning;
 - (b) when review plans are significantly amended or updated;
 - (c) for purposes of cooperation in relation to other activities or procedures related to the Participants' mandates (for example, translation, press conferences or document publication);
 - (d) when information sharing is warranted; and
 - (e) as required by NSICOP and NSIRA to fulfil their mandates.
- 3.3 Any record of decisions between the Participants will be documented as determined by the Participants at the time of the consultation or meeting.

4. Ongoing cooperation and information exchange

- 4.1 The Participants agree to maintain open channels of communication in order to identify as early as possible matters where it would be useful to cooperate or to share information to avoid unnecessary duplication in pursuit of their respective mandates.
- 4.2 Each Participant will share information with the other Participant as necessary to meet the objectives of their respective enabling statutes.

Cooperation on reviews

- 4.3 The review bodies must cooperate to avoid unnecessary duplication in the fulfilment of their respective mandates. This includes:
- a) consulting and deconflicting on review plans to avoid the review bodies from conducting a review on a similar issue or matter at the same time;
 - b) sharing classified versions of previous relevant reviews subject to paragraph 4.7 below;
 - c) consulting and deconflicting throughout their respective reviews where there is potential for duplication.
 - d) leveraging expertise or best practices; and
 - e) sharing tools or techniques on review methods.

Procedure for providing information to the other Participant under this MOU

- 4.4 A Participant may, on its own initiative or on request, provide information to the other Participant.

- 4.5 Requests for information should be sent by a Participant's designated representative to the designated representative of the other Participant. The request must include the following:
- (a) a concise rationale outlining how the information is related to their review body's mandate and the intended use of the shared information;
 - (b) the scope of the request for information (that is, what is being requested); and
 - (c) the name(s) of the recipient(s) of the information.
- 4.6 The Participants will keep internal records on information that is shared.

Limitations on information sharing

- 4.7 Both Participants will inform and consult with relevant departments and agencies prior to requesting, or sharing on their own initiative, any information obtained from those departments or agencies. This will provide implicated departments and agencies the opportunity to review the reports for compliance with section 14 of the *NSICOP Act* or to invoke subsection 16(1) of the *NSICOP Act*.

5. Information management

- 5.1 The Participants agree to maintain appropriate safeguards to protect information and records obtained or created under this MOU, and to act in accordance with applicable federal legislation, policies and guidelines regarding their collection, retention, use, disclosure and disposal.
- 5.2 For greater certainty, the Participants agree that
- (a) Only representatives with appropriate security clearances, indoctrinations, and the need to know may participate in coordinated activities; and
 - (b) Classified information must be handled and stored in accordance with the Treasury Board Secretariat requirements set out in the Directive on Security Management issued pursuant to the Policy on Government Security.

6. Access to files by third parties

- 6.1 In cases where a Participant receives any request from a third party for access to, or disclosure of, information or documents received from the other Participant, it will notify the other Participant as soon as practicable to enable NSICOP to invoke section 16.6 of the *Access to Information Act*, if applicable.

7. Administration

- 7.1 This MOU takes effect on the date of the last signature.
- 7.2 This MOU may be amended at any time with the written consent of the Participants.
- 7.3 This MOU is not intended to be legally binding or judicially enforceable.
- 7.4 Either Participant may terminate this MOU by giving the other Participant at least 30 days' written notice.
- 7.5 In the spirit of cooperation, the Participants agree that any dispute arising under this MOU will be resolved through informal discussions at the appropriate level.

The undersigned have signed this MOU in the English and French languages and both versions are equally authoritative.

John Davies
Executive Director
NSIRA Secretariat

Date

Lisa-Marie Inman
Executive Director
NSICOP Secretariat

Date