

MEMORANDUM OF UNDERSTANDING

BETWEEN:

GOVERNMENT OF YUKON,
as represented by
the Deputy Minister, Executive Council Office

(called "Yukon")

AND:

CANADIAN SECURITY INTELLIGENCE SERVICE,
as represented by
the Director, CSIS

(called "CSIS")

(collectively called the "Parties")

BACKGROUND:

- A. Pursuant to section 12 of the *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;
- B. 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*;
- C. 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 the government of a province or any department thereof;
- D. Yukon is limited by the *ATIPP Act* in what Personal Information it may disclose to CSIS; and
- E. Government of Yukon may, in accordance with ss. 19(1)(b) and (h) of the *ATIPP Act* refuse to disclose information to applicants that could reasonably be expected to interfere with an investigation into activities suspected of threatening public order, or reveal or interfere with gathering information relating to law enforcement or activities suspected of threatening public order;

THEREFORE, the Parties have reached the following understanding:

1.0 DEFINITIONS

1.1. In this MOU:

- 1.1.1. “*ATIPP Act*” means the *Access to Information and Protection of Privacy Act*, RSY 2002, c. 1, as amended;
- 1.1.2. “*CSIS Act*” means the *Canadian Security Intelligence Service Act*, RSC 1985, c. C-23, as amended;
- 1.1.3. “MOU” means this Memorandum of Understanding;
- 1.1.4. “Personal Information” has the meaning, in relation to Yukon, set out in the *ATIPP Act*, and, in relation to CSIS, the meaning set out in the *Privacy Act*;
- 1.1.5. “*Privacy Act*” means the *Privacy Act*, RSC 1985, c. P-21, as amended;

2.0 PURPOSE AND SCOPE

2.1. The purpose of this MOU is to:

- 2.1.1. Allow the two parties to cooperate for the purpose of information sharing and assistance in accordance with the Parties’ mandates and responsibilities; and
- 2.1.2. provide for the disclosure and safeguarding of information shared between the parties to this MOU.

3.0 COOPERATION AND SHARING OF INFORMATION

- 3.1. CSIS and Yukon will cooperate, within the limits imposed by law, in exchanging information relevant to their respective responsibilities.
- 3.2. The authority for the power to share Personal Information on the part of Yukon is found in the *ATIPP Act*.
- 3.3. The authority for the power to share Personal Information on the part of CSIS is found in the *CSIS Act*.
- 3.4. 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 Personal Information will provide in writing the correction or notation to the other Party.

4.0 PROCESS OF EXCHANGING PERSONAL INFORMATION

- 4.1. No Personal Information will be provided to CSIS by Yukon, except in accordance with a request in writing directed to the designated Yukon representative. This request must specify the Personal Information sought, and provide sufficient information to enable the designated representative to conclude that release of the Personal Information sought would be in accordance with the *ATIPP Act*.
- 4.2. No Personal Information will be provided to Yukon from CSIS, except in accordance with a request in writing directed to the designated CSIS representative. This request must specify the Personal Information sought, and provide sufficient information to enable the designated representative to conclude that release of the Personal Information sought would be in accordance with the *CSIS Act*.

5.0 COSTS

- 5.1. The parties will each be responsible for any costs incurred in meeting their respective administrative obligations under this MOU.

6.0 CONFIDENTIALITY AND USE OF INFORMATION

- 6.1. Information will be dealt with and managed by each Party in accordance with this MOU.
- 6.2. Each Party intends:
 - 6.2.1. to treat information received from the other as being inherently confidential and to take all reasonable steps to preserve that confidential nature by preventing accidental or unauthorized access, use or disclosure;
 - 6.2.2. to maintain appropriate written records concerning the transmission and receipt of information exchanged; and
 - 6.2.3. to not disseminate information received from the other, except as required by law.
- 6.3. Each Party will:
 - 6.3.1. promptly notify the other of any unauthorized use or disclosure of any information exchanged under this MOU and will furnish the other with details of any such unauthorized use or disclosure;
 - 6.3.2. if an unauthorized use or disclosure occurs, take all reasonable steps required to prevent a reoccurrence of same;

- 6.3.3. immediately notify the other if a request for access to any information obtained by it under this MOU is received pursuant to any relevant statute, or pursuant to an application to a court, and in that event, and if so requested by the other, take whatever lawful steps it can to protect such information from disclosure; and
- 6.3.4. if it obtains information that it should not have received, immediately return same together with every copy in its possession.

7.0 REPRESENTATIVES

- 7.1. The following designated representatives are responsible for administering this MOU:
 - 7.1.1. for Yukon:
Director, Intergovernmental Relations
 - 7.1.2. for CSIS:
Director General, British Columbia Region

8.0 INTERPRETATION

- 8.1. Any reference to a statute in this MOU includes all forms of subordinate legislation made under the authority of that statute, including without limitation, any regulations, rules or orders.
- 8.2. Any reference to a statute in this MOU includes any amendments to it and to any replacement or successor legislation that may be brought into force from time to time, including any amendments made to subordinate legislation made under the authority of that statute, including without limitation, any regulations, rules or orders.
- 8.3. Any reference in this MOU to a person appointed to a specific office includes any person acting in that position in the absence of the office holder, and any person specifically authorized by that person to act in respect of this MOU.
- 8.4. This MOU is an administrative understanding between the Parties and is not intended to be legally binding or enforceable before the Courts.

9.0 NOTICE

- 9.1. Any notice from one Party to the other required under this MOU shall be given in writing.
- 9.2. Any such notice may be sent by letter through the post, or by electronic means such as fax or e-mail.

- 9.2.1. If sent by post, same will be deemed to have been delivered one week from the date that it was deposited with Canada Post with first class postage prepaid.
- 9.2.2. If sent by electronic means, same will be deemed to have been delivered at the time shown on a fax confirmation sheet at a fax number normally used by the recipient, or by an e-mail receipt confirmation returned from an e-mail address normally used by the recipient.
- 9.2.3. If delivered by hand, same will be deemed to have been received at the time it was delivered.

10.0 TERM OF THIS MOU

- 10.1. This MOU will come into force when signed by each of the Parties.
- 10.2. This MOU will remain in force until terminated.

11.0 TERMINATION OF THIS MOU

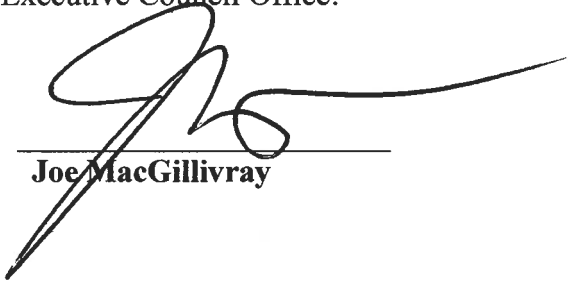
- 11.1. Either of the Parties may terminate this MOU at any time on 60 days notice in writing to the other.
- 11.2. Termination does not relieve either of the Parties from any obligations which accrued under this MOU prior to any such termination.

12.0 AMENDMENT

- 12.1. This MOU may be amended at any time by agreement in writing of the Parties.

All of which represents the intentions of the Parties:

YUKON by the Deputy Minister of the
Executive Council Office:



Joe MacGillivray

Jan 17/14
Date Signed

**CANADIAN SECURITY
INTELLIGENCE SERVICE** by the
Director



Michel Coulombe

2013.12.10
Date Signed