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## **Memoranda of understanding and the administration of anti-organized crime integrated units**

October 2012

# **Memoranda of understanding and the administration of anti-organized crime integrated units**

**Kim Burnett**  
Public Safety Canada

prepared for

Research and National Coordination  
Organized Crime Division  
Law Enforcement and Policing Branch  
Public Safety Canada

*The views expressed herein are those of the author and do not  
necessarily reflect those of the Department of Public Safety Canada.*

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## Executive Summary

Previous research has underscored the importance of having a memorandum of understanding (MOU) in place at the establishment of an anti-organized crime integrated unit because of the liabilities and risks that can be involved, as well as to help maximize the effectiveness and efficiency of the unit. Unfortunately, finalizing an MOU can take considerable time as partners and their respective legal departments work through the process of finding terms acceptable to all parties. As a result, integrated units are often operational for a significant amount of time prior to the finalization and endorsement of an MOU.

The purpose of the present study is to identify best practices and areas for improvement in processes surrounding the creation and endorsement of MOUs through interviews with front line police officers and other persons involved in the process. To that end, 17 semi-structured interviews were conducted over the telephone, including 11 with members of anti-organized crime integrated units, 6 with respondents who worked in an MOU coordination unit or in a similar role, and two with legal counsel. The interviews were recorded, transcribed, and analysed using thematic analysis methods.

Compared to other police work undertaken to combat organized crime, the drafting of an MOU is not seen as a priority, and key persons involved in the drafting and review process suggested that it should not be a priority. Dedicating resources to form new MOU units or to compensate legal services for the review of MOUs during an economically difficult time may not be the best use of limited police budgets. Instead, mutually developed training and more hands-on project management could ameliorate some of the delays experienced in the drafting and review of MOUs. An online course that MOU drafters could attend at a time and place convenient for them and useful for their integrated unit is suggested as the best approach. Assigning a person who works in an administrative capacity as responsible for drafting and ushering the MOU through the review process, including setting deadlines for feedback and following up when those deadlines are not met, could expedite the delays currently experienced in the MOU process.

Police forces that do not have MOU templates could use existing MOU templates as a starting point to create their own template (particularly if the recommendation with respect to legal services is adopted). Where there are competing MOU templates, the integrated unit could either defer to the lead agency's MOU template or to whichever MOU template has the most strict requirements, as consolidating MOU requirements takes considerable time, which may not reflect the risk associated with deferring to one standard or the other.

Many respondents indicated that the MOU consultation process is overly burdensome. It may be useful to create a checklist that drafters could use to ensure their MOU is in line with departmental policies (of the lead agency or the agency with the most exacting requirements). Although the determination of whether an MOU is in conflict with other previously signed MOUs is useful for consistency, it may not be necessary if the MOU is in line with policy, particularly if this step significantly contributes to the delays in reviewing the MOU. With respect to the involvement of financial services, MOU drafters could foster a better working relationship with financial services personnel, which could be accomplished through short phone calls or, where possible, in-person meetings.

Views regarding the involvement of legal services varied, and were at times contrary. Legal services were often cited as a major obstacle or challenge that hinders MOU processes, as well as a main factor that facilitates the timely endorsement and review of MOUs. To bring meaning to these differing opinions, it is important to closely examine these responses, and critically analyze to the results. A few respondents thought that lawyers should be involved in the MOU process, particularly if the goal was to get a perfect document, but that it is important for lawyers to appreciate the non-legally binding nature of the document and to treat it accordingly. Many respondents also underscored that MOUs are not a legally binding document. Although only two respondents belonged to the legal services sample, both suggested that they were not provided enough time to give feedback to the drafters or that their suggested revisions were ultimately not included in the signed MOU. In addition, a few respondents indicated that in the event of a conflict, the MOU would be set aside and the Joint Management Team would be actively involved in the dispute resolution. When all these views are read together, it becomes apparent that it is appropriate to question the continued involvement of legal services in the MOU review process.

Finally, it is important to ensure corporate memory in order to learn from the experiences of previous partnerships among police agencies. To that end, documentation surrounding those partnerships should be retained and made available for use of current and new anti-organized crime integrated units. The RCMP's MOU Coordination Unit currently has such a practice, as may other police agencies across Canada.

## Introduction

In Canada, police employ an intelligence-led, integrated approach to investigating organized crime. Municipal, provincial, and federal law enforcement agencies, provincial and federal Crown counsel, and specialized agencies (e.g., Canada Border Services Agency, forensic accountants) combine forces to create integrated units. An integrated unit is any organized enforcement or prosecutorial body at any level of jurisdiction (e.g., federal, provincial, municipal) that works to combat organized crime (e.g., task forces, working groups, integrated forces, units, teams) (Chorney, Linden and Gunn 2010).<sup>1</sup> This coming together of disparate police forces and agencies into single operational units poses unique challenges for individual and organizational accountability, yet is imperative for efficiency in investigation and high quality mutually acceptable partnerships with law enforcement.

Previous research into anti-organized crime integrated units created an inventory of teams operating across Canada, as well as an analysis of a subset of integrated units (Chorney, Linden and Gunn 2010). The study was designed to provide a greater understanding of the operational aspects, challenges, and keys to success for these units, as well as member satisfaction with team processes and outcomes. Among other findings, the report identified best practices for integrated units. In particular, the researchers found that a strong Memorandum of Understanding (MOU) that serves as a guide for unit managers to define the unit mandate and that fully outlines each partner's role, responsibilities, and contributions, is paramount to the successful operation of integrated units. The authors underscored the importance of having a formal agreement in place at the establishment of an integrated unit because of the liabilities and risks that can be involved, as well as to help maximize the effectiveness and efficiency of the unit. Further, the authors noted that finalizing a formal agreement can take considerable time as partners and their respective legal departments work through the process of finding terms acceptable to all parties. As a result, integrated units are often operational for a significant amount of time prior to the finalization and endorsement of a formal agreement. The research showed that some units are in operation for years without an agreement that articulates each organization's role, responsibilities and liabilities.

Given the significant challenges and corresponding delays in generating mutually acceptable formal agreements for agencies participating in an integrated unit, the purpose of the present study is to build on the work of Chorney, Linden and Gunn (2010) by identifying best practices and areas for improvement in processes surrounding the creation and endorsement of formal agreements through interviews with front line police officers and other persons involved in the process. The present research will allow for the development of resources that may be used to facilitate the increased effectiveness of units that work together to combat organized crime.

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<sup>1</sup> For the purposes of this report, the term “integrated units” groups (e.g., task forces, working groups, integrated forces, units, teams) will be used for all inter- and intra-law enforcement agency collaborations that participate in organized crime investigations.

## Anti-organized crime integrated units

As noted, an integrated unit is any organized enforcement or prosecutorial body at any level of jurisdiction (e.g., federal, provincial, municipal) that works together to combat organized crime (e.g., task forces, working groups, integrated forces, units, teams) (Chorney, Linden and Gunn 2010). Integrated units come together to combat a number of public safety issues, including national security issues, border issues, and organized crime (Schneider and Hurst 2008). There remains an academic debate regarding what exactly constitutes “organized crime,” “gangs,” and “criminal organizations.”<sup>2</sup> Public Safety Canada and its portfolio agencies<sup>3</sup> generally use the *Criminal Code of Canada* definition of organized crime (below), which will be used for the purposes of the present study.

“Criminal organization” means a group, however organized, that

(a) is composed of three or more persons in or outside Canada; and

(b) has as one of its main purposes or main activities the facilitation or commission of one or more serious offences that, if committed, would likely result in the direct or indirect receipt of a material benefit, including a financial benefit, by the group or by any of the persons who constitute the group.

It does not include a group of persons that forms randomly for the immediate commission of a single offence.<sup>4</sup>

Throughout the history of policing, police organizations have at times, and as necessary, combined resources and personnel to combat various criminal activities. According to a Royal Canadian Mounted Police (RCMP) presentation, the RCMP took its first step towards integrated policing for the purpose of investigating criminal organizations in the 1970s when RCMP drug sections and municipal and provincial police officers worked together to combat trafficking in narcotics (Ryan 2005). And in 1970, the Criminal Intelligence Service Canada (CISC) was created to facilitate information sharing for the purposes of investigations related to criminal organizations (Schneider and Hurst 2008). Around the same period, the RCMP’s Commercial Crime sections began forming partnerships with non-law enforcement bodies such as Revenue Canada Taxation (Ryan 2005). Confidentiality requirements under the *Income Tax Act* made

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<sup>2</sup> For a discussion of definitional issues related to organized crime, consult *Identifying Street Gangs: Definitional Dilemmas and Their Policy Implications* (Wortley 2010); at the time of writing, a summary of this report could be found on the website of Research and National Coordination, Organized Crime Division (<https://www.publicsafety.gc.ca/prg/le/ocr/ocr-eng.aspx>). In addition, for a fulsome picture of criminal organization definitions from around the world, see a website managed by Klaus van Lampe (<http://www.organized-crime.de/organizedcrimedefinitions.htm>) that included, at the time of writing, over 160 definitions of organized crime from around the world.

<sup>3</sup> Public Safety Canada’s portfolio includes five agencies: the Royal Canadian Mounted Police, Canada Border Service Agency, Canadian Security Intelligence Services, Correctional Service Canada, and the National Parole Board.

<sup>4</sup> *Criminal Code of Canada*, R.S.C. 1985, c. C-46, s. 467(1).



information sharing difficult, thus, this partnership only resulted in the prosecution of lower level offenders for income tax evasion (Ryan 2005). Later, in the 1990s, the RCMP established Anti-Drug Profiteering Sections (ADP) that used legislation under the *Criminal Code* and the *Income Tax Act* to require offenders to forfeit proceeds from the sale of narcotics (Ryan 2005).

In 1992, the Government of Canada agreed to fund three integrated Anti-Drug Profiteering Enforcement Units for five years (Ryan 2005). The units were located in Montreal, Toronto, and Vancouver. These integrated units included RCMP officers, municipal and provincial police officers, counsel from the Department of Justice Canada, and forensic accountants. The mandate of the units was to “investigate, restrain, seize and forfeit the proceeds of crime in relation to narcotics’ [sic] offences,” and they were successful at that: 53 million dollars were forfeited between 1992 and 1996 because of the work of these three units (Ryan 2005).

The funding of integrated units was expanded to 10 additional units in 1996 (Ryan 2005). The units were renamed Integrated Proceeds of Crime Sections (IPOCs), and their mandate was expanded to include money laundering related to certain designated drug and enterprise crime offences (Ryan 2005). Ryan notes that the IPOC approach was unique inasmuch as the units were *permanent* integrated multidisciplinary working groups. Yet, even before the creation of permanent IPOCs, investigative units would come together to work for specified periods of time on ad hoc investigations of particular targets; these groups are often referred to as Joint Forces Operations (JFOs) (Ryan 2005).

## Memoranda of understanding (MOU) and other inter-departmental agreements

Perhaps more difficult than working together in practice is defining roles and responsibilities on paper. Different police departments and other organizations have different, at times disparate – and sometimes competing – mandates, as well as policies and procedures specific to their organizations. The articulation of purpose, responsibilities and liabilities, although administratively difficult, remains important to the creation of effective partnerships. In order to facilitate partnerships for combating organized (and other) crime, many police organizations, including the RCMP, have policies, directives, and templates designed to facilitate partnerships to combat organized and other types of crime. Agreements between police organizations often take the form of an MOU. An MOU is defined by the RCMP as a “written record of understanding between the RCMP and any other participant<sup>5</sup> that describes arrangements to provide or receive services, information, assets, assistance, or engage in cost-shared projects.”<sup>6</sup>

Notably, an MOU is not a legally binding document. An MOU is appropriate for arrangements where participants do not intend to take the matter to court to enforce obligations or rights. The

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<sup>5</sup> A participant to an MOU may include: “departments, agencies and institutions of federal, provincial, territorial or municipal governments; Crown corporations; other agencies; domestic and foreign police services; foreign government departments; international organizations; universities and colleges; and private organizations.”

<sup>6</sup> RCMP Memorandum of understanding template. Accessed May 12, 2011.

RCMP indicates that an MOU should nonetheless be treated seriously insofar as it carries moral, financial, and political implications.<sup>7</sup> Chorney, Linden and Gunn (2010) indicate that integrated units use a variety of agreements, including Charters, Letters of Intent or Agreement, and verbal agreements. According to RCMP policy, an MOU may also be referred to as a “letter of intent” or “memorandum of agreement”.<sup>8</sup> All of these agreements share a commonality: they describe roles, responsibilities, contributions, and liabilities without prescribing legal obligation or legal consequences for not adhering to the agreement. The MOU is, then, a non-legally binding formal arrangement intended to clearly articulate the purpose and objectives of an integrated unit, as well as the roles and responsibilities of its members.

The RCMP differentiates between a major MOU and a local MOU. A major MOU:

means a written arrangement or understanding which: has an international, national, or interdivisional impact on the delivery of law enforcement services; or contains provisions for sharing personal information;<sup>9</sup> or commits the RCMP to an activity which may demand human, financial or technical resources in excess of a CO's [Commanding Officer's] / Director General's / delegated authority.<sup>10</sup>

A local MOU, on the other hand, “means a written arrangement or understanding, routine in nature, which facilitates the effectiveness of day-to-day RCMP administrative or operational activities, and is not major.”<sup>11</sup> According to RCMP policy, all national MOUs must be routed through the RCMP MOU Coordination Unit (described in section 1.2.1) for review. In practice, as will be discussed further in the results section, it was found that it can be difficult to differentiate between a major and local MOU.

RCMP policy indicates that an MOU must contain the following statements and provisions:

- purpose and objectives;
- full description of the obligations and committed resources of all signatories to the MOU, including the type and amount of RCMP and other participant resources;
- for each participating organization, identification of the positions responsible for discharging the obligations outlined in the MOU;
- MOU modifications must be in writing and signed by all signatories;
- if applicable, the statutory authorities governing the MOU; and
- reviews, audits, or evaluations of any aspects of the MOU.

Commercial or other contracts for the procurement of goods and services and construction, legally binding agreements and contracts, licensing or sponsorship agreements, secondments, leasing arrangements, policing services agreements, and letters of acknowledgement with human sources

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<sup>7</sup> Ibid.

<sup>8</sup> Ibid.

<sup>9</sup> Personal information was described as information about an identifiable individual that is recorded in any form.

<sup>10</sup> Supra, at note 6.

<sup>11</sup> Ibid.

all fall outside of the scope of an MOU pursuant to RCMP policy, but are nonetheless important to the effective functioning of integrated units. For the purposes of this research, the focus will be on formal agreements that articulate the mandate, roles, and responsibilities of the partners involved in an integrated unit.

The way in which an MOU is conceived depends on the particular needs of the involved organizations. “For example, units may have one common MOU that all partners sign, the lead agency (if there is one) may have an MOU with each of the partners, or each partner may have an MOU with each individual partner” (Chorney, Linden and Gunn 2010). Research in the Canadian context shows that there have been efforts to streamline the formal agreement establishment process and develop a common MOU for all partners (2010). Indeed, that is the work of one of the key players involved in the establishment and endorsement of formal agreements, the RCMP MOU Coordination Unit. Inter-agency cooperation for anti-organized crime integrated units requires the participation of several key players. A brief description of each group of key players and their respective roles in the formal agreement process are included below. It should be noted that, given the nature of intra-agency police work, other stakeholders may be involved with the process not described herein, depending on the nature of the investigation.

### **Anti-Organized Crime Integrated Units**

Integrated units may include federal, provincial, and municipal police officers, as well as members from other government or non-government departments. For example, the Integrated Proceeds of Crime initiative involves members of: Canada Border Services Agency (CBSA), Canada Revenue Agency (CRA), Public Prosecution Service of Canada (PPSC), provincial and municipal police forces, Public Safety Canada, Public Works and Government Services: Forensic Accounting Management Group – Seized Property Management Directorate, and the RCMP.<sup>12</sup>

### **Legal Services**

As part of the formal agreement establishment process, legal advice is often sought from counsel. For example, legal advice can be sought from Department of Justice Departmental Legal Services Units (DLSUs). In general, DLSUs “are responsible for: providing client organizations with legal advice and assistance to facilitate their operations, [and] ensuring that DLSU policies, programs, and operations conform to the law.”<sup>13</sup> The RCMP is a DLSU client, and seeks legal advice regarding MOUs from a dedicated DLSU.

### **MOU Coordination Units and Administrative Services**

Some larger organizations, such as the RCMP and some provincial police forces, have small units or particular persons that are responsible for reviewing an MOU or for shepherding an MOU

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<sup>12</sup> Adapted from <http://www.publicsafety.gc.ca/prg/le/oc/ipc-eng.aspx> (revised to reflect current names of involved departments). Accessed December 14, 2011.

<sup>13</sup> Department of Justice Canada. *Departmental Legal Services Units*. <http://www.justice.gc.ca/eng/dept-min/pub/aud-ver/2007/rcmp-grc/04.html>. Accessed December 2, 2011.

through internal processes (e.g., review by legal services, procurement, financial services, and senior management).

The coordination and processing of MOUs to which the RCMP is a partner is handled, in part, by the MOU Coordination Unit, Corporate Management and Comptrollership Branch (CM&C) of the RCMP. The MOU Coordination Unit is tasked with a number of responsibilities. They are responsible for reviewing MOUs to ensure compliance with ministerial directives and RCMP policy, and that they do not conflict with other MOUs or the strategic direction of the RCMP. Further, the unit coordinates the review and approval of all major MOUs by CM&C, legal services, and the applicable operational directorate before submission for signature. Throughout the process the unit provides advice, quality assurance review, and guidance documents (e.g., templates and guidelines) to drafters regarding the content and format of the MOU. The unit consults the Department of Foreign Affairs and International Trade (DFAIT) about MOUs with a foreign entity. The unit also coordinates consultation with Public Safety Canada and the Minister of Public Safety. The unit sends documents to records management for file creation and retention; and, when necessary, provides a copy of selected MOUs to the National Operations Centre for emergency situations. Finally, the unit is also responsible for maintaining the national MOU registry. The RCMP's federal MOU Coordination Unit is comprised of one person. In organizations with a similar role, this was often found to be the case in the current study, in which such units were often comprised of one person.

## Previous research

Given the relatively narrow focus of this research, MOUs and similar agreements related to the governance of intra-agency cooperation for anti-organized crime integrated units in the Canadian context, there is only a small body of empirical literature that relates. What that literature shows is that members of integrated units believe that intra-agency collaboration is vital to the future of police work (Chorney, Linden and Gunn 2010; Schneider and Hurst 2008). There is also a consensus regarding the importance of formal agreements that define the roles and responsibilities of member organizations, and that these formal agreements are, at times, lacking in certain respects. Schneider and Hurst (2008), for example, highlight several typical challenges facing integrated units, including one at the core of this research, that is, “conflicts that arise due to incongruous mandates and objectives among the participating agencies.” And, as noted, Chorney, Linden and Gunn (2010) found that a strong MOU that serves as a guide for unit managers to define the unit mandate and that fully outlines each partner's role, responsibilities, and contributions is paramount to the successful operation of integrated teams and units.

Chorney, Linden and Gunn further found that it is important that an MOU is in place at the outset when a unit is established because of the liabilities and risks involved, and to help maximize the unit's effectiveness and efficiency in the fight against organized crime. Once this is accomplished, the authors suggest that it is likely that the MOU only needs to be regularly reviewed and refreshed. In practice, finalizing an MOU can take considerable time as partners and their respective legal departments work through the process of finding terms acceptable to all parties. Involvement of multiple partners understandably increases the time it takes to work out the details of an MOU. As a result, units are often operational for a significant amount of time prior to the finalizing and signing of an MOU. Of the units included in the inventory, several

indicated that they did not have a finalized MOU, either because it was being drafted or partners had not all signed the document. Some respondents to the research in 2010 noted that efforts were underway to streamline the process and have common MOUs signed by all partners.

## Methodology

The objective of the present study is to identify best practices and areas for improvement in processes surrounding the creation and endorsement of MOUs that set out the mandate, roles, and responsibilities of partners in anti-organized crime integrated units. One way to meet this objective is to talk to the police officers, counsel, finance and procurement practitioners and other persons involved in the creation and endorsement of those agreements. Persons involved in the MOU creation process were expected to have the most insight into the process; as such, a convenience sample of persons known to have been involved with the creation of an MOU was used. As a starting point, Public Safety Canada contacted the RCMP MOU Coordination unit, as well as contacts from organizations belonging to the National Coordinating Committee on Organized Crime (NCC).<sup>14</sup> Snowball methods – getting new contacts from respondents to the research – were then used to solicit further participation in the research. There was an effort made to ensure that a variety of persons representing different substantive positions, and regions across Canada, were included in the interview sample.

In total, 17 interviews were undertaken, including 11 with members of anti-organized crime integrated units, 6 with respondents who worked in an MOU coordination unit or in a similar role, and two with legal counsel. Only 17 interviews were undertaken because the sample saturated rather quickly (that is, after a few interviews certain ideas were repeated, and no new information was being collected from additional interviews). Interviews were conducted over the telephone, and ranged in length from a minimum of 13 minutes to a maximum of 34 minutes.

The interviews were semi-structured, meaning that a series of open-ended questions were used as a general guide to the interview as a means of focusing interviews, but that respondents were welcomed and encouraged to add additional views. Three different interview guides were developed to cater to one of three different respondent groups: anti-organized crime integrated unit members, legal counsel, and MOU coordination unit members (or persons in a similar role). The interviews were recorded, transcribed, and analysed using thematic analysis methods. The full text of the research instruments are included at Appendix I.

Thematic analysis is a qualitative research method that involves articulating patterns in data (Aronson 1994). The first step of thematic analysis is, of course, to collect data. In the case of the present study, the data were the transcribed interviews with persons involved in the creation, oversight, or review of MOUs for anti-organized crime integrated units. Once all interviews were transcribed, they were read by the researcher, who classified the information according to themes. Citing Taylor and Bogdan (1989), Aronson notes that themes are “units derived from patterns such as “conversation topics, vocabulary, recurring activities, meanings, feelings, or folk sayings

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<sup>14</sup> Placeholder – Keri George to provide description of NCC around September 12, following the NCC meeting. Memoranda of understanding and the administration of anti-organized crime integrated units PUBLIC SAFETY CANADA

and proverbs” (Arsonan 1994). Arsonon highlights that thematic analysis brings together components of ideas or experiences “which often are meaningless when viewed alone” (Arsonan 1994 citing Leininger 1985, 60). As much as possible, the researcher left the telling of the stories around MOUs for anti-organized crime integrated units to the respondents to this research. To that end, many quotes from interviewees are included.

This research is subject to a number of limitations. Given the nature of the sample, and of the research design, this study is subject to selection bias. It is not the nature of this type of research to be generalizable. It is therefore not appropriate to generalize these findings to the situation of all integrated units combating organized crime. It is, rather, an empirical exploration of the experiences of some of the people involved in the process, intended to highlight challenges, best practices and suggestions for change made by those persons.

Another limitation that may impact on this research occurs, however unintentionally, because of the interviewer herself. Holstein and Goubrium highlight that interviewing is an active process, and that how the narrative process unfolds is as important as the interview responses and words themselves (2011, 150). Interviewees respond differently to different interviewers. Indeed, “The issue of how interviewees respond to us in their lives, as well as in the social categories to which we belong, such as age, gender, class, and race – is a practical concern as well as an epistemological or theoretical one” (Miller and Glassner 2011, 134). A female or male respondent may couch their responses in a particular way for a female interviewer. A police officer respondent may be more forthcoming with a police officer interviewer than they would with a civilian. Similarly, a lawyer interviewee may be speaking a slightly different language than that of a non-lawyer interviewer. Miller and Glassner suggest that:

Particularly as a result of social distances, interviewees may not trust us, they may not understand our questions, or they may purposefully mislead us in their responses. Likewise, given a lack of membership in their primary groups, we may not know enough about the phenomenon under study to ask the right questions. (2011, 134)

This limitation can be mitigated somewhat by the researcher being aware of sex, gender, race, class, professional, and other differences between her and the interviewee, and cognisant of how these differences may influence how the interviewee responds. Further, if used appropriately, this limitation can also be an asset. Awareness of differences can be a tool of the interviewer – interview questions that evoke or nod to social differences and similarities can provide additional insight into the social world of the respondent (Miller and Glassner 2011, 141).

Finally, it should also be noted that respondents were given a letter of consent in advance of the interview, and made aware that their participation was voluntary. The letter of consent is included at Appendix II.

## **Results**

As noted in the above Methodology section, this research employed the use of thematic analysis, which involves articulating patterns in data, such as the results of interviews. The following overarching themes were identified:

- responsibility for first draft;
- drafting the MOU;
- consultation and feedback;
- content of a useful MOU;
- information that could be addressed outside of an MOU;
- challenges to MOU processes;
- main factors that facilitate the timely creation and endorsement of an MOU;
- the impact of MOUs on frontline police officers; and
- suggestions for change in MOU-related processes.

Many themes, such as discussion of which organization is responsible for preparing the first draft, followed directly from the semi-structured interview guides and were themes identified in previous research. Other themes or sub-themes, such as the impact of MOUs on frontline police officers, did not follow from the interview guides, but were instead brought up by respondents in the course of the interview process.

## Responsibility for first draft

Respondents were asked who (or which organization) is responsible for preparing the first draft of an MOU for anti-organized crime integrated units. The vast majority of respondents indicated that “no one person or organization is responsible for drafting the MOU.” One respondent who worked for the RCMP, however, stated that “In most cases the RCMP leads on the writing of the MOU.”

A few respondents spoke to how the role of MOU drafter fell upon their organization or themselves. One respondent suggested that the drafting of the MOU is given to the first organization that volunteers to work on it.

“I believe what it really comes down to is who lifts up their hand first...I don’t think there is a hard and fast rule about who should draft.”

Another respondent suggested that “It would be normal for the administrative support side to take care of that and it would typically fall to that group.” A different respondent thought that “whoever is going to be housing [the integrated unit]” would be the organization responsible for drafting the MOU. One respondent spoke to how he, in particular, was made responsible for drafting the MOU. He suggested that it fell to him because he worked on the operational support side of the integrated unit, and because he was a more junior staff member.

“How did that role fall upon you?”

“Truthfully? Junior man. We have an operational support side and an administrative support side. I am a paper geek so it fell to our side of the shop and I took on the responsibility.”

## Drafting the MOU

In order to gain insights around where efficiencies could be found in the MOU drafting process, respondents were asked to describe that process. The RCMP and many provinces have MOU templates, as well as policies and directives, to guide and assist personnel. Although it was not included in the interview guide, most respondents were asked whether they used the template provided by their organization. A few respondents indicated that their provincial or municipal organization did not have a template or checklist to aid in the drafting of an MOU. Most respondents, however, indicated that they used the template provided by the RCMP, or by their own organization, as a starting point for drafting the MOU.

“Mostly we try to stick as close to the template as possible so that we do not have to submit changes to the MOU coordination unit because my experience with those is that when we start changing things...they do check-ups with other departments like the Treasury Board and they come back to us with modifications”

A few respondents indicated that instead of starting the MOU process with the most recent MOU template provided by their organization, they “take the former MOU they had with their partner and update with whatever they need to.”

“I used a template that was close to the RCMP one, I updated the ones previously agreed on. I am not sure if the original used the template. But I went to legal services and the RCMP MOU coordination unit to facilitate the MOU.”

As noted, “units may have one common MOU that all partners sign, the lead agency (if there is one) may have an MOU with each of the partners, or each partner may have an MOU with each individual partner” (Chorney, Linden and Gunn 2010). Some respondents expressed their opinions regarding which approach is best. One respondent suggested that multilateral agreements do not work, and that it is less time consuming to create a bilateral MOU or a series of bilateral MOUs, each specific to specific bilateral partnerships.

“Different agencies have different needs and wants...plus with the police partners they all didn’t receive the same amount of money, we came to agreements with each partner, it was more fiscally responsible to do separately. I think it was less time consuming [to do them bilaterally] because to do one with everyone would require everyone to agree, whereas with one-on-one it is just one person agreeing with another.”

In one province, an integrated unit with over twenty parties “attached schedules to one generic MOU...so that when changes had to be made they could just change the schedule and not [the entire] MOU.” For this unit, the “mandate was the same for every schedule” as the idea was to strive “for consistency across the board.” Several respondents suggested that this was a good model and was “easier to manage.”



## Consultation and feedback

After respondents were asked who (or which organization) is responsible for preparing the first draft of an MOU for anti-organized crime integrated units, they were asked to speak to what happens next. Many spoke to the roles of different stakeholders (i.e., MOU coordination units or persons, financial services, procurement services, and legal services). Interviews were structured this way with a view to creating a better understanding of where efficiencies could be found in the consultation process. It is clear from the responses that following its preparation, the draft MOU is sent to various stakeholders to give them the opportunity to provide feedback on the document.

“Once we decide we are going to move forward with an MOU, then there is the consultation phase to put some context on the draft so we know that it is not just a unilateral arrangement, and that is just to control for the drafting process so it doesn’t turn into a back and forth.”

The overarching theme regarding consultation and feedback on the draft was divided into three relevant sub-themes: consultation with MOU coordination units and similar administrative services, consultation with financial and procurement services, and consultation with legal services. Each is discussed in turn below.

### **Consultation with MOU coordination units and similar administrative services**

The RCMP and some provincial policing organizations have an MOU coordination unit or specific persons who work in a similar role and are involved in the consultation process for MOUs. As one respondent noted, “the units contact MOU coordination unit when they embark on an MOU. [The MOU coordination unit] directs them to the templates that were developed by legal services.” Some responses reflect different levels of formality or complexity to different MOU processes. For example, one respondent suggested that their role was “to ensure that we have some sort of documentation, hopefully an MOU.” Another respondent’s comment suggests that their MOU process included more layers of bureaucracy, including consulting with other internal stakeholders such as security, finance, and procurement.

“An MOU will come to me after it has been basically agreed to by our unit commander, and they will come to us to go guide it through the internal processes. We will send it to departmental security, finance, procurement, and let those units have a look at the MOUs and make suggestions or say it is fine. Once everybody agrees then I get the commanding officers to sign them and send them to the other organizations for signatures.”

When asked if drafters always contact the MOU coordination unit when they need an MOU, one respondent noted that not all people are familiar with the process, but underscored that more people are getting to know the process and do share the document with the unit.

One respondent described the role of the RCMP's MOU Coordination Unit.<sup>15</sup> This respondent noted that the RCMP MOU Coordination unit is responsible for "reviewing all major MOUs drafted by or with the RCMP across the country." Further, "the minor or local MOUs are generally reviewed at the point of origin (and not by the MOU coordination unit), but [local] original signed [MOUs should be sent to the RCMP MOU Coordination Unit] to go into their database."

The first objective of the RCMP MOU Coordination Unit was described as "to decipher whether or not the MOU presented to them either exists in a similar format or contradicts other MOUs with the same partner." The same respondent added that the role of the MOU Coordination unit is also responsible for "ensuring that the MOU respects the ministerial directive on MOUs as well as MOU policy, to check to see if there is accuracy when they mention the acts and subsections of the acts, and to look at the type of the work that they are proposing to see if it aligns with RCMP strategic direction." The RCMP MOU Coordination Unit also "performs a formatting and editorial function".

Some respondents were aware of the RCMP MOU Coordination Unit in Ottawa, and that the unit participates in the MOU process when the MOU was considered major. For example, one respondent indicated that "The Coordination unit steps in when MOUs are considered major" and another noted "If [the MOU] is a major MOU what happens then is it is sent to Ottawa to the RCMP MOU coordination unit there." The latter respondent further noted that when the document is with the MOU Coordination Unit for review, concurrently their "partner agencies are sharing it with their corporate people".

### **Consultation with financial and procurement services**

In the RCMP, as well as in other police organizations, the MOU is often distributed to other areas of the agency for review, including financial and procurement services. One respondent noted that for the RCMP "every MOU and secondment has to be reviewed by finance and procurement according to RCMP policy."

A few respondents spoke to the role financial services plays in the MOU consultation process. One respondent indicated that their role was to "to ensure the MOU has not committed to any finances beyond what can be provided." Similarly, another respondent suggested that they were responsible for ensuring that they appropriately forecasted their budget.

"My key responsibility is to ensure we forecast that appropriately (for spending). In April we submit a forecast of what we expect to spend. So perhaps in an MOU we pay for their Blackberry, accommodations, travel, meals and perhaps some training. So my job is to forecast that when we have an MOU with a certain area."

When asked when the best time is to consult with finance, one respondent who worked mainly on the financial side of MOUs said "Right from the get-go, to let us know what the intention is." A

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<sup>15</sup> The role of the RCMP's MOU Coordination Unit is also described at page 9-10.

few respondents suggested that finance is not always contacted, or contacted early enough in the process, because drafters are trying to finish the MOU, or because consultation with finance is an afterthought.

“They tend to work directly with legal and cut me out. And sometimes after they are like finance. Hm. Didn’t think of that.”

Procurement services, on the other hand, are responsible “to see if we have agreed to loan equipment that we can’t, or purchased something that we can’t.”

Legal services, including counsel, paralegals, and articling students, provide legal advice to the drafters regarding the MOU. In the words of one respondent: “Legal makes sure you’re not breaking any rules that will get you in trouble.” This speaks to the review function that many counsel provide with respect to MOUs. In some jurisdictions and institutions, however, the MOUs are written by legal counsel themselves.

“If we get things from other federal departments they are often written by lawyers.”

A few respondents spoke to how the drafters know to send the document to legal services and to whom within legal services they should send it. One respondent indicated that they were well known among officers in the division. Another respondent belonging to the small sample of counsel interviewed for this research indicated that the first draft of the MOU is “sent straight to us.” On the contrary, another respondent suggested that the MOU takes an indirect route to legal services.

“Here is the fun part. The document is produced, and then it ends up not coming directly to our office. Apparently it goes through a number of different hands before it gets to us. We’re still trying to figure out how that is, or why that is.”

When the document does arrive in legal services, the role of counsel is not, according to one respondent, to usher the MOU through the process or to draft the MOU.

“It is not our [legal service’s] main concern to be having follow-up or to push the officers to draft them or to have good management of those [MOUs].”

Another respondent had heard that in a different jurisdiction legal assistants facilitate the whole MOU processes, and are involved in liaising with other departments. (This supposition was not verified by any respondents from that province.)

“I understand that [one province] has legal assistants that help to facilitate the whole process, so you have the lawyer involved right from the beginning that can liaise with the lawyers of the other departments directly.”

Respondents who answered positively when asked whether they had been at all involved with the establishment, review, or oversight of an MOU related to the work of an anti-organized crime integrated unit were asked when during the consultation process do they think is the best time to

consult with legal services (e.g., at the onset of the agreement, after the production of a working draft, or at a different stage in the process), and why this is the best time.

Most respondents indicated that the best time to involve legal services was as early as possible.

“The beginning. Right when you decide you will need to write an MOU you should reach out to legal services for some guidance.”

“As soon as possible. If we don’t have the good template off the start they are pulling their hairs out because they don’t know how to phrase things and they are trying to draft something that makes sense.”

“Absolutely at the onset, for obvious reasons. If somebody is going to put up blockages, especially if it is the legal services folks, then it is best to know that at the beginning.”

“Bring them in on day one.”

“Speak with us [legal services] first about the considerations before it is banged out and distributed.”

“We [legal services] would like to be consulted as soon as possible.”

One respondent from the legal services sample indicated that it is useful to engage legal early in the process “because...when a document is issued ...there are usually about two pages of standard terms, and [non-legal services personnel] tweak the boilerplate clauses.” If a legal counsel was involved, such boilerplate clauses would not be modified.

When asked if contacting legal services early in the process was the actual practice, one respondent indicated that “It depends, services as they are right now, we’re not equipped with hundreds of legal counsel to assist on each file. When practical, they do consult, when not, they try to move forward.”

Some respondents suggested that the decision as to when you contact legal services should be determined on a case-by-case basis, and depends on the partnership. One respondent indicated that when you contact legal services should vary, taking into account the complexity of the MOU, and whether the partnership is new, or if new partners are being added to the unit. This same respondent suggested that legal should be brought in early for complex or new MOUs, or when new partners are added to an existing arrangement. In a similar vein, another respondent suggested that legal services should be contacted after a shared vision has been established by the partners in the integrated unit.

“I’d like to deal with [legal services]...not right at the start in the sense that you want to get a bit of an agreement on a shared vision and a shared purpose of where you want to go. You do need to engage legal more towards – not the very end because they tend to come back with changes that become problematic, but the latter half...after you have that shared vision.”

Responses regarding whether or not consultation with legal services is necessary for all MOUs varied. Some respondents suggested that it was only necessary to contact legal services “if we modify it outside of their mandatory requirements or if there is something specific or unique that would create risk to the participants [then we would have to contact legal services].” A respondent who was involved with drafting MOUs indicated that they tried not to make changes to the template so that they did not have to involve legal services in reviewing the document.

“Did you make additions or changes [to the MOU template]?”

“I tried not to because that created problems.”

“What sort of problems?”

“Well the issue is the RCMP templates have been reviewed by our legal services people. If we stay within the confines of the parameters as far as the mandatory requirements for the MOU then we don’t need to go back to legal services, it just goes to the RCMP MOU Coordination Unit and they have their checklist. If you step aside that, it creates months of being put into the queue.”

A few respondents suggested that whether or not a document has to be sent to legal services is a judgement call, and that lower risk MOUs would not go to legal services, but that higher risk MOUs, like those for Joint Forces Operations (JFOs) or undercover operations, would always go to legal services.

“[In the RCMP,] it is a judgment call as to whether MOUs that adhere to the template have to proceed to legal services. [But,] Joint forces and undercover operations would always go to legal services.”

“Something minimal, low risk, for example a cost-share on research, or a movement of personnel would not go to legal services.”

“It is rare that they do not have to go to legal services because JFOs are very complicated and it is difficult to consider all the complexities in one MOU template.”

Legal services does not often have the opportunity to provide revised language to MOU drafts, according to both respondents from the legal sample.

“To the extent that we would get to provide any input, then we would offer revised language, but that has not happened yet. That has to do with the nature of how these documents come to us. We try to add [revised language]. We get the document with very short turnaround period, sometimes days, even a couple of days, at that point we have to figure out if we can live with the terms, if it is similar to what we have signed in the past, which would make it palatable to the corporation and the [police] board.”

One counsel who had been on the job for over 15 years could only recall one instance when their revised or redrafted language was used in the MOU.

## Content of a useful MOU

Respondents were asked what needs to be included in an MOU for it to be useful. Many respondents indicated that “The template clearly speaks to what needs to be in the MOU for it to be useful.” Respondents working in different roles held different views about what needs to be in an MOU for it to be useful, as well as how that information should be organized. For example, one respondent suggested that the “obligations, responsibilities, of each organization involved in the MOU should be set out separately for clarity and for ease of reading.” Another respondent indicated that “I think that training information, what their role is going to be, etc. is best placed inside an MOU rather than in a different document or informal arrangement.” Other items highlighted as important to include in an MOU for it to be useful were: “Commitment, how many persons for instance, what kind of equipment will be provided, the financial arrangements, liabilities or indemnity clauses – things like that,” as well as “The expression of intent, the manner of how you are going to do business if there is funding involved, and expression of how funding will flow and who is going to take responsibility. Something to do with how you are going to deal with disagreements or complaints.”

One respondent who works in financial services highlighted the importance of budgetary and contact information. Not paying invoices on time can result in real consequences for the budget of the following year, so having that contact information is very important for financial services. Another respondent suggested that it is best to budget a full 30% additional risk funding to address operational pressures that can increase final costs for anti-organized crime integrated unit operations.

“Up to date figures and amounts and contact information. There is nothing worse than you get an invoice and it’s from the payment department and you don’t get a name and number. We need to know who we can contact when there is an issue [e.g., end of fiscal]. If we don’t pay the bill it takes a dent out of our next year’s money. And we don’t want to do that.”

“For these types of operations...there will be instances when officers have to work overtime and that’s something that the upper agency that they have been seconded to will authorize them to do, and the agreement does say that, in principle that the officer should be allowed to work overtime, but that it requires our approval. Of course, that doesn’t happen until after the MOU has ended, the operation / assignment has ended, and we’re back tracking to figure out how is the officer going to be comped for this overtime. So one of the things that needs to be built in [to the MOU] is to bank another 30% [to the budget].

As a best practice, one respondent suggested that articulating a defined term (period of time) was useful for an MOU, noting “It is always a best practice to put in an actual defined term – so that is to say that it starts on this day, and it will end on this day, and then of course there are rules for amending it and extending it.”

In addition, one respondent underscored that information regarding the role of the officer should be in the MOU, highlighting that such information could be useful in the event of a civil action.

“You never know there could be some kind of civil action afterwards.”

Different aspects of the MOU were identified as foundational. One respondent suggested that the information sharing component of MOUs is “the bottom line.” Another indicated that definitions of roles and responsibilities and articulation of how the governance will work needs to be clearly articulated in writing. A third respondent suggested that funding is one of the most significant issues that needs to be articulated in an MOU.

“The bottom line to most of the agreements is the information sharing.”

“I think the biggest thing is the MOU, although it speaks to missions and the intent and process in a generic or general way, it also has to have clearer definitions of roles and responsibilities of the various components of an integrated model...Although it is working well with the present people here, because everyone is aware of the purpose and intent, I think it needs to be more clear in writing and reflective of how is the governance to work.”

“Funding is one of the most significant issues that needs to be managed because our financial people need the MOU to take moneys in or send them out.”

Positions regarding the appropriate breadth of an MOU varied and were, at times, contrary. Some respondents thought that it is better to be more detailed in the MOU. Others suggested that the MOU should focus on one particular topic, such as a funding arrangement or that the MOU should not be too specific because that allows MOUs to survive changes in policy. Some respondents noted that dispute resolution or arbitration clauses could be used as a vehicle to address issues that were not included in the MOU.

“You can go overboard – they don’t have to include everything. Dispute resolution or arbitration clauses could apply for things you didn’t plan ahead. A good MOU should just have the ground work. The bases. And then you build on that as needed.”

“The MOU has to survive the changing environment so you don’t want to get too specific. The environment changes. The MOU shouldn’t be so specific as to say when you are in RCMP jurisdiction you will do this – you need to survive even if the policy is going to change tomorrow.”

“The tendency is to put everything you can in there. I’ve often thought that less is more and that you can basically state that this MOU will do nothing more than what is allowed for under the federal and provincial acts that created it. It gets to be really complex – I think that is what slows it down, when you try to anticipate each and every thing that might happen. I think [the] MOU should live in generalities as much as possible and you should be guided back to the policy and law that you work with every day.”

Although many respondents highlighted the importance of clarity of funding arrangements, some suggested that MOUs “are a bit vague with respect to spending.” In addition, including the provisions previously agreed to in an MOU was highlighted as important by one respondent from the legal services sample.

“Whoever the drafter is should be mindful of the fact that we [legal services] like to see the terms we previously agreed to [and] the stuff that is standardized – just keep using it because then we’re not reinventing the wheel every single time.”

Finally, a few respondents suggested that MOUs could be established for longer periods, or alternatively be long-standing and not require re-drafting upon expiry.

“I think they could be longer, too. A lot of them are 1-2 years, if they could be put in place for at least 5 years, which would be better, especially for teams like money laundering ones.”

“I think these could be long standing, if there is a particular clause that needed to be amended, as opposed to re-drafting the whole MOU.”

### **Dialect appropriate for a memorandum of understanding**

A few respondents spoke about the dialect appropriate for an MOU, most of whom indicated that an MOU should be in plain language, appropriate for a layperson, rather than in legalese. For example, one respondent noted that “MOUs should be more of a layperson’s documents. In practice most written in my division are written for laypersons.” The same respondent went on to note their MOU template was in layperson language. Another respondent indicate that their MOU was not too legalistic, but was too vague.

“I have no issue understanding [the language of the MOU], I don’t think it is too legalistic, but I think it is fairly vague and some of the definitions aren’t there.”

A few respondents indicated that MOUs that are written in plain language are more practical, and speak to how every day work is going to be managed.

“If it is in plain language and if it’s an expression of how we are going to get together it is a more practical document in the sense that it would speak to how every day work is going to happen.”

On the other hand, another respondent indicated that their MOU was “quite verbose” [and that] there was more language in there than there needed to be.” Both respondents from the legal sample found that the MOUs were overly wordy, and that unnecessary provisions needed to be removed.

“They are wordy...They are not technically legally binding...it’s a partnership...the tone should be simplified to communicate what exactly the partnership is about.”

“I really think we need to take a step back from the legalistic languages and the legal processes for these [MOUs]. They are not legally binding documents and they don’t instill on any agency [any] legal obligations...and they don’t exclude or protect you from any obligations, so at the end of the day, it is a handshake in writing. It’s an expression of how two agencies are going to work together in the legal confines in which they already exist. I



think we place a lot of emphasis on the legal language and it really just complicates things.”

One respondent suggested that the insertion of “a lot of language that is contractual language” results from a lack of “a broad understanding of what an MOU is – an informal non-binding document”.

## Information that could be addressed outside of an MOU

Respondents were asked two questions that led them to discuss examples of information that could be addressed outside of an MOU. First, respondents were asked whether other administrative documents (e.g., learning plan, job description, Terms of Reference) reflect or align with the roles and responsibilities established in the MOU. Second, following a question regarding whether the respondent would change how MOUs are developed, or the content of the MOU, respondents were asked how terms of reference could be used in conjunction with the MOU. A few respondents indicated that they do indeed have other administrative documents that align with the MOU.

“Yes, we have learning plans, job descriptions, we have our go-forward strategic-type documents that all align with the [our partner’s] mandate and goals for the year. I think these are best situated outside of an MOU.”

With respect to the level of detail appropriate for an MOU, one respondent suggested that granular information such as shift rotations, the name of the unit commander or the office manager, should not be in the MOU.

“Where the expectation is that the partnership is going to go on for a long time and they are working under one roof, and they are talking about shift rotations and all those things that would be contemplated in an office like who starts when and when that ends...who is going to be the commander, who is going to be the unit commander, office manager, those kinds of things really have no place in the MOU.”

Some respondents suggested that there may be circumstances in which an MOU is not necessary. For example, one respondent suggested that “If it is a secondment, you can work out the details in a secondment and not an MOU.”

## Challenges to MOU processes

Respondents were asked to relate what, in their opinions, are the major obstacles or challenges that hinder the MOU process. Several overarching themes emerged with respect to this issue, including: bureaucracy, consultation with legal services, that the MOU is not viewed as a priority, that there are little to no dedicated resources for drafting MOUs or propelling them through consultation and review processes, that the MOU development and approval processes are overly cumbersome and take too long, and that integrated units often suffer from a loss of corporate memory (in respect to personnel, as well as to signed documents).

## Bureaucracy

The majority of respondents recognized the bureaucracy of the process, and the “clash of overarching governance” when speaking of major challenges that hinder MOU processes. For example, one respondent noted that “If there are too many bodies involved or if it gets too far outside of a federal mandate then you start having difficulties with that.” Another respondent elaborated, indicating that different organizations have different sets of rules that are not necessarily congruent.

“I think that comes from the fact that the RCMP is federal, and are often dealing with organizations that have a different set of rules that do not mesh with the RCMP.”

This clash of rules, then, is one major challenge. As one respondent noted “I think it is bureaucracy and it’s also just scheduling. It sat on my desk for days and weeks at a time as well as other people’s.”

In a similar vein, organizations working together in an anti-organized crime integrated unit may have differing MOU templates with incongruous requirements. Although most respondents were of the opinion that their template covers what needs to be in the MOU for it to be useful, at the same time, as one respondent noted, “when two departments each have different templates, there ends up being a lot of back and forth between legal services in order to ensure the legal and HR requirements are met.” One respondent noted that they suggest to drafters to adhere to the MOU template to avoid internal back-and-forth. Not compromising on suggested changes to an MOU from another department can extend the MOU process.

Within the bureaucracy, individual personalities can, at times, clash, which two respondents highlighted as a major challenge to the MOU process. As one respondent noted “sometimes it’s the egos of the higher officers, the senior command, because they have had a bad relationship in the past or they don’t trust each other.” It can be difficult to come to agreement about a partnership on paper where individuals cannot agree in person.

## Consultation with legal services

Although consultation with legal services is part of the overarching bureaucracy involved in MOU drafting and consultation processes, several respondents suggested that consultation with legal services was a major challenge that hinders the MOU process from their perspective, therefore it was set apart to illustrate its importance as a theme. Interestingly, this theme was also included as a main factor that facilitates the timely creation and endorsement of an MOU by other respondents. Often, “legal services” was cited as the problem without further explanation, as if it was assumed that legal services was the issue without evidence to confirm the supposition. For example, one respondent indicated that “it seems ridiculous the time that is spent. Maybe it is legal?” Many respondents were of the view that when more lawyers are involved, it takes more time to get to an agreeable solution.

“If both sides have employed legal services it can take a lot of time to get to that happy place.”

“This dueling drafters, dueling lawyers thing just takes forever and causes so much grief.”

“What I think could expedite the process is lawyers – they need to step back and realize it is not legally binding and they need to temper their efforts and not mitigate everything but see what the document is for.”

Most respondents suggested that their colleagues in legal services are overworked, that the MOU is not often a priority for them, and that it can take a lot of time. One respondent noted that the work is critical which is why the process takes time.

“It would be legal. There are two [reasons]. They are over-worked. They have a huge case load and [the MOU] is not a great priority for them. And then they are lawyers and the process is critical so it takes time.”

“I don’t know about the amount of work legal services have, I know a lot of these people are overworked and overburdened, but it seems to take a long time. I don’t know why it slows down there but it seems to take a long time.”

Some respondents indicated that they did not go through legal services because of the delays. For example, one respondent stated that “We don’t use legal services a lot because they are so backed up.” In response, one respondent who works in legal services noted that it can slow down the process when small nuances in the document are incorrect.

“They never seem to get the small nuances in the document correct, like the legal name of the organization.”

## Prioritization of the MOU

Many respondents suggested that MOUs were not viewed as a priority for many key players in the process, including legal services, management, and sometimes the drafters themselves. One respondent’s comment reflects a view articulated by many: “The MOU is always something that gets pushed back because it is not a priority.” Similarly, a respondent noted that “the MOU just gets put on the side of desks; they forget it, and then the situation is you don’t have secondment papers but you have secondment people.” This can be problematic when officers on secondment start working for the integrated unit before the secondment is formalized on paper. Many respondents suggested that the intention to complete the MOU is present, but other priorities and other work needs to be done as well.

“I think everybody is good natured and intends to get it done as quickly as possible but there is other work and other priorities going on.”

The lack of priority is likely exacerbated for MOUs that are viewed as superfluous; as one respondent noted: “I have written ones that I didn’t think were necessary.”

Many respondents indicated that drafting or consulting on MOUs should not be a priority, as dedicating resources to other police work is often more of a priority for anti-organized crime integrated units.

## Lack of resources

“It is a delight dealing with other groups that have MOU specialists,” according to one respondent. Yet, many respondents indicated that there are little to no dedicated resources for undertaking memoranda of understanding for anti-organized crime integrated units. Related to the lack of priority of the MOU, is the reality that little to no resources are dedicated to the drafting review and oversight processes for MOUs.

Some units deal with a high volume of MOUs; one respondent noted that they “deal with 25 partners,” which can create a large MOU-related workload, whether for integrated units that create bilateral agreements with each partner, or for those integrated units that enter into one MOU with many partners.

As with the lack of priority of the MOU, a lot of respondents indicated that the lack of dedicated resources was appropriate. For example, in the words of one respondent, “[There are] no dedicated resources in policing to [write the MOU]. Nor should there be; I don’t think it needs to be that intense.”

## Review process

Many respondents felt that the MOU process was overly cumbersome. As summarized by one respondent, “They are really a cumbersome piece of work for us. A lot of them are written by unit commanders, and there is a lot of information of writing them online, and it’s a lot of work getting to meet those templates.” One respondent highlighted that “policing is reactive and sometimes we need to act quickly.” The majority of respondents expressed that something needs to be done to expedite the process; for example, one respondent noted “once the unit commanders agree to something, we need a quicker process.”

Respondents were asked to share what they thought are the main factors that facilitate the timely preparation and endorsement of an MOU. “Timely” was intended to be understood as being in place before the actions included by the MOU were underway. This question elicited a fair number of tongue-and-cheek responses, suggesting that the question was “loaded” (that is, the question contained an unwarranted assumption) in regards to the “timely” creation and endorsement of an MOU. The majority of responses to this question are reflected in this quote from one respondent: “I’ve never seen a timely MOU.” A few respondents provided examples that spoke to how long their MOU took to be approved.

“We had two MOUs that took two years to sign.”

“Both experiences [of MOU writing] were very slow. One was years in the making to [negotiate] who was going to do what.”

Some respondents cited specific areas that slowed down the process (aside from legal services, as mentioned in a previous subsection). One respondent indicated that “sending it to the MOU office is not a helpful step because of the time that it takes and there is a disconnect between their review and what actually goes on”. This respondent was of the opinion that the RCMP MOU Coordination Unit was too far removed from the negotiations to be able to meaningfully contribute to the work. Another respondent also cited the “approval process internally within the RCMP,” indicating that “some units are quick, others are not; like security”.

A few respondents associated their criticisms regarding the lack of timeliness of the MOU process with statements regarding the utility of the document. One respondent noted that the time that it takes to sign the document, combined with the vagueness of the wording, results in a relatively meaningless document. Another respondent similarly noted that the MOUs do not have teeth.

“They take extremely long to get. To go through this long process – I think the chief had to sign it and each agency had to examine it – this process, and the vagueness of the wording, almost makes them moot.

“There is no clear or quick way of getting them done. There are no teeth in them. And the value of them is only the agency’s continued interest.”

Several respondents indicated that their unit uses MOU-like documents to guide their work, but do not call the documents an MOU (or other terms) that would activate the internal approval processes of their department or one of the other partner organizations.

## Corporate memory

A few respondents suggested that a loss of corporate memory has an overarching impact on processes related to the creation or endorsement of an MOU. For example, one respondent indicated that “transfers at the high levels really slowed down the process” and another suggested that “when you get a new staff person in the...unit they will revert back [to drafting a legalistically worded MOU].” Some respondents also spoke of the retention of signed MOUs. One respondent suggested that “after the commanding officer signs it we never see it again.” On the other hand, a different respondent suggested that their unit has “created protocols to ensure we get the signed copy.” In the course of conversation the researcher asked one respondent whether their MOU coordination unit receives the document as well, to which the respondent indicated “In principle I would say yes, but sometimes I bet they don’t receive it.” One respondent indicated that their unit hired a summer student to reconstitute their archives as a means of ameliorating the loss of corporate memory.

“This is not how I like to do things. We talked to our boss and hired a student for the summer and her job – she’s a student in document management and archives and she will...do some reconstitution of our archives. We’re trying to have a big interactive spreadsheet.”

## Main factors that facilitate MOU drafting

Respondents were asked to describe the main factors that facilitate the timely creation and endorsement of an MOU.<sup>16</sup> The following overarching themes emerged as the main facilitators of the timely creation and endorsement of an MOU: use the template, begin the process sooner, consult with legal services, and communication and good relationships.

### Use the template

Many organizations, especially larger organizations such as the RCMP, have created templates to guide and assist in the drafting of an MOU. The majority of respondents suggested that using the MOU template facilitates MOU processes. For example, one respondent noted that “if they use the template as a jumping off point it saves them a lot of time.” Most of the respondents who worked in an MOU Coordination Unit noted that certain MOUs do not need to go through the review process (e.g., for the RCMP, local MOUs do not require the same vetting as major MOUs). However, in practice, “If we have a template then, in theory, it would not need to be reviewed again, but then they get reviewed again anyway.”

When drafting an MOU from a template, it is important to refer to the most recent version of the template. Templates are periodically updated to reflect new policy or changes in existing policy. Many respondents noted that drafters tend to start from previously signed versions of the MOU. As one respondent noted, “in some cases they will start with a template from two, three years ago or sometimes even longer, and try to start from there because that is what they know and were comfortable with.” Although this can be a valuable process, insofar as teams previously agreed to those terms and therefore should be amenable to agreeing to them again, it does not ensure that the MOU is in line with current policies, which can slow the MOU process when it is being reviewed for consistency with current departmental direction.

One respondent from the MOU Coordination Unit sample indicated that it is useful for organizations to use the RCMP’s template when entering into a partnership with the RCMP because they have policies that they “have to adhere to; whereas other organizations don’t have those rules that they have to follow.” A few respondents suggested that the appropriate template needs to be used for the MOU. For example, one respondent indicated that it would be appropriate to use the template of the lead department on the MOU, and to not always defer to the RCMP’s MOU.

“Especially when the RCMP is not the lead, how can we impose our template on them when we are being invited to work with them?”

Another respondent disagreed, suggesting that the MOU with the most exacting requirements should take primacy.

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<sup>16</sup> As previously noted, this question was a loaded question, and included the assumption that MOUs could be completed in a timely fashion.

## Start early

Several respondents indicated that MOUs “can’t lapse” and that the MOU drafting process would be facilitated if the process began before the expiration of the current MOU agreement, or when a new team is created, at the outset.

Although many respondents indicated that they contact legal services at the outset of drafting an MOU, or that legal services should be contacted at the outset of an MOU, it may also be useful to contact other internal services personnel earlier on in the process. For example, a respondent who primarily works in the area of procurement suggested that procurement needs to be contacted before the MOU is approved.

“If they have a problem with something, let us know and we can work through it at that point, instead of getting the whole thing approved [by corporate services] and then coming back with an issue. When this happens it can slow the process down by months and even years if it is a big [MOU].”

## Consult with legal services

Although consultation with legal services was cited as a major challenge or obstacle to the MOU process, “involving legal services early on in the process” was also cited as a main factor that facilitates the timely creation and endorsement of an MOU by many respondents. As one respondent noted “sometimes it would be preferable if clients would go to legal services before they start to draft as often times legal services can tell them which direction to go before they attempt to re-invent the wheel.” Overall, respondents were about evenly divided with respect to the utility of including legal services in MOU processes.

## Communication and good relationships

The majority of respondents highlighted clear communication and good working relationships as main factors that facilitate the timely creation and endorsement of an MOU. Several respondents suggested that creating a clear mission and a shared understanding should be a first step before drafting an MOU.

“[The] primary thing that you need before you begin down the road is strong relationships. You definitely need a clear mission. It is best to have discussions first, get through all of that stuff, and once you have a shared understanding you can make an MOU.”

“Get everyone at the table. Get everyone to agree on it. And then send it out.”

A few respondents indicated that they were not sure of “who the contact is and the details of the document...” or “who is in charge of this document,” and suggested that contact information should be included with the MOU. To that end, one respondent from the legal services sample indicated that their “number one wish would be to always have a direct contact that we [legal

services] could talk with,” because “if you can talk to someone who can tell us why something was crafted the way it was it would be helpful.”

In addition, a respondent suggested that organizations need to communicate their obligations with respect to what needs to be included in the MOU, and to engage in the communication earlier on in the process.

“I think it is also good if the RCMP articulates to its partners that the RCMP is obligated to include certain things because of the Ministerial Directive. Sometimes that is not communicated to partners until the eleventh hour.”

In addition, a few respondents spoke of the importance of in-person leadership and communication, and discussed their Joint Management Teams. Both respondents suggested that their Joint Management Team was “mainly just given updates.” They indicated that their Joint Management Team could be better used to foster good relationships, and actively manage the anti-organized crime integrated unit.

## Impact of MOUs on policing

Some respondents spoke of the impact of MOUs on the day-to-day work of frontline police officers working in anti-organized crime integrated units. A few respondents indicated that MOUs can be important for performance measurement following or during an operation, and for understanding the cost-effectiveness of what was done. One respondent indicated that it is difficult to measure performance unless the MOU clearly articulates responsibilities.

“All of this is important for headquarters with respect to performance measurement in terms of what was the value for the money, what did we get out of this, how do we measure it, how do we score that against the money that has been allotted to do these things.”

“It becomes difficult to score performance unless we have an MOU that indicates who is going to do what.”

One respondent suggested that frontline police officers just want to know where to send their expense claims.

“Quite candidly the guys on the street just want to know when I get my expense claim, who do I send it to and the corporate guys want to know well if I am seconded into the [Provincial Police Service Agreement] PPSA under the RCMP how do they pay for it. Although I am dramatically over simplifying it.”

Many respondents suggested MOUs are useful for resolving conflicts between agencies. For example, one respondent suggested that they “often have to refer to the MOUs when there are conflicts between agencies.” In the same vein, another respondent indicated that MOUs could be used to resolve conflicts, and provided an example (below).



“When managers...of the units are misinformed and think they are going to use the wrong rules to apply to an officer, I will get involved and say that the MOU says it should be done X way.”

“The MOU is kind of a guiding principle as to how agencies will deal with conflict, for example, issues with personnel will defer to home agency unless it is unique to the JFO [Joint Forces Operation].”

One respondent noted that MOUs can be used to solve conflicts, but suggested that MOUs are not used in the event of a serious conflict, and that those issues are instead resolved by the parties in person.

“I’ve worked in these teams for 15, 20 years. I’ll tell you when an MOU was ever referred to. My colleague would come up to me and say, you know what you were going to pay for the cell phones. And I will say, did I? I go to the MOU and it says yeah I will pay for those. It never really, excuse the expression, but when the shit hits the fan the MOU will be swept aside and the parties that are involved will meet, and the MOU will just be a piece of paper that didn’t stand for anything.”

Another respondent indicated that officers can become frustrated when there is disagreement surrounding organization of the anti-organized crime integrated unit.

“It is my experience that...the largest impacts are to the men and women actually working on the teams. Everybody wants to get the bad guy – that is everybody’s goal. There is a certain degree of frustration when the organizations are either tripping [over] themselves, disagreeing about who is doing what, how we’re going to go about it, and how long it takes to get things set up. All of those have tangible impacts to the people working on it...”

## Suggestions for change to MOU processes

Respondents were asked a series of questions designed to elicit their suggestions for change in the MOU drafting and endorsement processes. First, respondents were asked if they could change how MOUs are developed, or their content, what would they change. They were then asked a series of probing questions, intended to encourage the respondents to elaborate on their initial response (included below).

- What do you think is the best way to make that change happen?
- What about the process could be changed to make it more efficient / faster?
- What about the process could be changed to make the MOU more effective?
- How could Terms of Reference be used in conjunction with the MOU?

Finally, respondents were asked to share any additional comments or advice they had related to MOU processes. Although one respondent noted that “It’s hard to imagine a better way; if there was one I am sure somebody would have suggested it,” many respondents had suggestions for changing processes around MOUs for anti-organized crime integrated units. Respondents

presented a wide variety of ideas for improving or changing the MOU process. The following sub-themes across the category of suggestions for change arose: recognize that an MOU is not a legally-binding document and treat it accordingly, dedicate resources for MOU drafting and consultation, increase the involvement of legal services, standardize elements related to MOUs, make MOUs less vague, restrict the content of MOUs, and additional suggestions (that could not be rolled up into larger sub-themes).

## MOUs are not legally-binding

The most predominant recurring theme that arose when respondents were asked for suggestions for change was that there needs to be recognition that the MOU is not a legally binding instrument, and to treat it accordingly, that is, with less time and resources dedicated to the process, with the document approved at a lower level, and with restricted or no use of legal services. One such respondent questioned the risk of a lawsuit resulting from an MOU, and suggested that time spent on MOUs takes away from other police work.

“Recognize it for what it is. It is not a legal document. It does not absolve you of your liabilities and it doesn’t increase liabilities that didn’t exist. It is an expression of intent.”

“They are a paper handshake. They have to be concise and articulate the roles and responsibilities so the people come afterwards know what we agreed to.”

“When it comes down to it, MOUs are nothing more than a guide because legally they are about as binding as a handshake – they are a paper handshake.”

“Why are all these lawyers involved? Why can’t it be simplified? Why does it have to be such a massive undertaking with lawyers involved when it is a non-legally binding document – sometimes without even salaries exchanged.”

“The question that I have heard a lot is: Has there ever been a lawsuit about like you promised us a desk and didn’t deliver? What is the risk? ...If the risk of a lawsuit is not high, why do we have to get all of these levels of stakeholders and lawyers involved in the process that just draws it out and takes time and energy? Time is spent on this instead of the investigation itself, it takes away from the police work.”

“We spend a tremendous amount of time nit-picking these things and they are not worth the paper they are written on.”

For many respondents, it followed that because the MOU is not legally binding, it may not be necessary for “the highest echelon to have to sign off on that MOU.”

“If the deputy has given the nod for the agreement, why does he need to see the agreement?”

“If the risk is low, why does the process need to be so complex and drawn out. Why can’t it be streamlined, reviewed at a lower level.”

In the same vein, one respondent suggested that the outcomes provided by an MOU could instead be achieved through an even less formalized document, such as an email.

“Why not just make an email and say that this is what we agreed to. Let’s have some discussion and tell people what we are doing. Let’s share.”

## Dedicate resources for MOUs

Several respondents indicated that it would be useful to dedicate resources to MOU drafting and consultations, but, at the same time, acknowledged the financial restraints that exist in the current economic milieu.

“Everybody does this off the corner of the desk. It would be helpful if someone is dedicated to do that, but I don’t know where we would get the funding to do that.”

“My dream situation would be that Ottawa would take charge of that and when anyone needs an MOU signed they would call them and have them assist them and do the follow-up. The benefit of having Ottawa doing it would be consistency and flexibility in the clauses we can have.”

“It would be handy if other departments would employ one or two people to coordinate MOUs. Although provincial and municipal groups may not have the resources. But they tend to do MOUs through their legal services groups.”

“The biggest deal is that it should be centralized and managed through a good team with people with experience. The coordination unit should be involved with drafting. It should be a bigger unit with its own counsel [or law students with supervising counsel]. It would ensure that MOUs are consistent and in conformity with government policies which we have no clue about here.”

Finally, one respondent suggested to provide more support for the existing MOU Coordination Unit.

“Be supportive of our MOU coordination unit. Additional resources to that group would be helpful. They do a fantastic job but they just do not have the dedicated resources. With DRAP [Deficit Reduction Action Plan], hopefully we don’t lose sight of the importance of retaining the expertise in the area of MOUs.”

## Increase the involvement of legal services

A few respondents suggested increased involvement of legal services earlier on in the process as something that may improve MOU processes. One such respondent suggested that increased involvement of legal services is only appropriate if the legal risk is high.

“If the risk is high, and they do want a perfect document, get lawyers involved, and early in the process, because the expertise on that would be in the legal field.”

Some respondents indicated that they had heard from their colleagues working in other divisions that those divisions had their own lawyers or articling students who worked on MOUs. One such respondent noted that “If it were up to me that [MOU position] would be a paralegal.” Another respondent suggested that it is helpful to include lawyers in the process, but that it is important for lawyers to understand the non-legally binding nature of the document and to treat it accordingly (as discussed in the previous subsection).

“Lawyers are good at providing the right language. They just need to not be lawyers. We spend half a day arguing about whether the colour is white, off white or gray and you put three lawyers in a room and you know they won’t agree. If they just stepped back and realized what the agreement is, they do add value to the process. We have an excellent counsel.”

## Standardize MOUs

Although many organizations have MOU templates, some do not. Those respondents who belonged to an organization that did not have an MOU template, or who were not aware of their department’s MOU template, indicated that a standardized MOU should be created. One respondent who worked primarily in financial services suggested that it would be useful to have a standardized MOU that included information that could be used for financial forecasting.

“I really do believe that we need to have a standardized MOU. We need to look at the whole picture. Are we paying for salaries? Benefits? Premiums? Is travel included? Are we giving them a cell phone? Because everyone is different and I think if we have one MOU that encompasses everything...[it would help with] accurately forecasting and that we have the resources at hand to fully support that officer or civilian. And that everyone has the same expectations and knows when it is ending.”

Some respondents, on the other hand, suggested that certain elements of the MOU could never be standardized, elements such as funding arrangements.

“The financial piece, every one of those is going to be different. You’re never going to have a concrete model on the financial piece.”

With respect to existing templates, one respondent suggested that it would be useful if the templates were “fill-in-the blank” templates. Another respondent questioned the need for an MOU for information sharing, and suggested that it would be better if there were standard information sharing practices across government so that new MOUs do not have to be drafted.

“I do not know why we continue to write MOUs. There should be standard information sharing practices in government so we don’t have to rework those every time they go out.”

A respondent indicated that blending certain policies across departments could be helpful as a means to create uniformity.

“We have found it necessary to blend all of the harassment policies of the departments in the JFO [Joint Forces Operation] so that there was a certain standard across the board with dealing with those sorts of issues.”

Two respondents suggested that the Minister of Public Safety should issue the Ministerial Directive it issued to the RCMP to all of its portfolio agencies (in particular, Canada Border Services Agency and Canadian Security and Intelligence Service).

“I would actually like to see Public Safety issue the same directive to all organizations under its Portfolio. I think that would help exponentially as then we would all be starting from the same playing field.”

## Make MOUs clear and concise

A few respondents indicated that their MOU was too vague, and suggested that the document would be more useful if it was more meaningfully articulated. One respondent suggested that the MOU could be “less vague on issues around the roles and responsibilities, for example, of the board of directors, or chief of police, or joint management team.” Another respondent wanted more clarity regarding security clearance in the MOU.

“Does everyone need RCMP clearance, is it enough to be a peace officer – the positions seem to change. We need firm guidelines. There are different security processes in different organizations. So say a person comes in to an integrated unit from a municipal police force to an RCMP unit. Do they need RCMP security clearance? Is their security clearance sufficient? It appears to change quite often to me.”

Several respondents suggested that the content of MOUs should be restricted. One respondent suggested that a best practice would be to enter into an MOU regarding the intention of the integrated unit, and then to attach appendices that speak to day-to-day work and other granularities that could be amended more easily outside the context of an MOU.

“I think sometimes clients want to put an MOU and terms of reference in the same document – I don’t think that is a best practice. I think you draft up your MOU about the actual partnership and what the intention is, and then draft the terms of reference (operations document or guideline of how they are going to operate), which could perhaps be an appendix or addendum or maybe not even attached to it to deal with the practicalities of what we are going to do.”

Some respondents provided examples of items that could be outside of an MOU, including information sharing, and agreements regarding co-located work locations. A few respondents from one province indicated that they have one clear and concise MOU, and they attach schedules as needed on specific topics. This practice allows for revisions to be easily made to schedules without affecting the core of the MOU.

## Additional suggestions

A few suggestions made by respondents did not fit into larger overarching themes, but are nonetheless valuable. One respondent, for example, noted that “I don’t know of any course or training you can go on that would [teach you about MOUs].” The same respondent went on to suggest that developing some sort of training would be helpful because it would teach people what needed to be done and when. Another respondent suggested that MOU processes could be made electronic, which could expedite the process.

“Most of our MOUs are paper form. Can we not get into the world of electronic versions? That could make it faster, and we would know if the person had opened it or not.”

One respondent suggested that part of good communication should include evaluating the MOU from a business planning perspective. This respondent suggested that a business planning like process would allow the MOU to be altered in the future to ensure it contains what works best.

“They need to have a teleconference with those involved in it and have a discussion – look back to last year, it’s like business planning and see how you did. If it didn’t work then you have to tweak it.”

## Summary of results

It is important to reiterate that is not the nature of this type of research to be generalizable, and it is not appropriate to generalize these findings to the situation of all integrated units combating organized crime. It is, rather, an empirical exploration of the experiences of some of the people involved in the process, intended to highlight challenges, best practices and suggestions for change made by those persons.

### **Responsibility for first draft**

There is no steadfast rule with respect to whom or which organization is responsible for writing the first draft.

### **Consultation and feedback**

Following its creation, the draft MOU is sent to various stakeholders to give them the opportunity to provide feedback on the document, including an MOU coordination unit (or similar administrative body), financial and procurement services, and legal services. Not all integrated units have access to an MOU coordination unit or similar administrative assistance. Where they exist, MOU coordination units or similar administrative services are often responsible for reviewing the MOU and determining whether it is in line with similar MOUs, or whether it contradicts other MOUs or departmental policy. In the RCMP, every MOU has to be reviewed by financial and procurement services. Financial services ensure that the MOU does not include financial commitments that their department cannot meet, and for forecasting spending. A few respondents noted that consultation with financial services is an afterthought. Procurement services are responsible for ensuring that the commitments to loan or purchase equipment are

appropriate. Some respondents suggested avoiding legal services in the development of MOUs, where possible, but others encouraged it.

Legal services, including counsel, paralegals, and articling students, provide legal advice to drafters as part of the MOU review process, or in some cases, write the MOU themselves. Most respondents indicated that the best time to involve legal services in the MOU process was as early as possible. Some respondents suggested that when you contact legal services should be determined on a case-by-case basis, depending on the complexity of the MOU, and whether the partnership is new, or if new partners are being added to the unit. It was suggested that legal services should be contacted after a shared vision has been established by the partners in the integrated unit. Responses regarding whether or not consultation with legal services is necessary for all MOUs varied.

### **Content of a useful MOU**

Most respondents were of the opinion that MOU templates are a good model for what needs to be in an MOU for it to be useful. These elements include: expression of intent, obligations, responsibilities of each organization, information sharing, training information, a defined term (period of time), financial and resource commitments (e.g., how many persons, what kind of equipment will be provided), liabilities or indemnity clauses, conflict resolution, and a mechanism for dealing with complaints.

Positions regarding the appropriate breadth of an MOU varied and were, at times, contrary. Some respondents thought that it is better to be more detailed in the MOU. Others suggested that the MOU should focus on one particular topic, such as a funding arrangement or that the MOU should not be too specific because that allows MOUs to survive changes in policy. Finally, a few respondents suggested that MOUs could be for longer periods, or alternatively be long-standing and not require re-drafting upon expiry.

Further, respondents indicated that the MOU should be in plain language, appropriate for a layperson, rather than in legalese. MOUs that are written in plain language were seen to be more practical, and speak to how every day work is going to be managed.

### **Information that could be addressed outside of an MOU**

Documents such as “learning plans, job descriptions, [and]...go-forward strategic-type documents...are best situated outside of an MOU.” With respect to the level of detail appropriate for an MOU, one respondent suggested that granular information such as shift rotations, the name of the unit commander or the office manager, should not be in the MOU. Some respondents suggested that there may be circumstances in which an MOU is not necessary, for example for secondments, in which case the administrative documentation necessary for the secondment could suffice.

## **Challenges to MOU processes**

Respondents were asked to relate what, in their opinion, are the major obstacles or challenges that hinders the MOU process. Several overarching themes emerged with respect to this item, including: bureaucracy, consultation with legal services, that the MOU is not a priority, that there are little to no dedicated resources for MOUs, that the MOU development and approval processes are overly cumbersome and take too long, and that integrated units often suffer from a loss of corporate memory (in respect to personnel who established the MOU, as well as to the location of the signed documents).

## **Main factors that facilitate MOU drafting**

Respondents were asked to describe the main factors that facilitate the timely creation and endorsement of an MOU. The following overarching themes emerged as the main facilitators of the timely creation and endorsement of an MOU: use the template, begin the process sooner, consult with legal services, and nurture communication and good relationships.

## **Impact of MOUs on policing**

The impact of MOUs on frontline police officers emerged as a theme over the course of the interview process. The research found that MOUs can be important for performance measurement following or during an operation, and for understanding the cost-effectiveness of what was done. Many respondents suggested MOUs are useful for resolving conflicts between agencies. It was also suggested that although MOUs can be used to solve conflicts, MOUs are not used in the event of a serious conflict and that those issues are instead resolved by the partners in-person. Another respondent indicated that officers can become frustrated when there is disagreement regarding the organization of the anti-organized crime integrated unit.

## **Suggestions for change to MOU processes**

Respondents presented a wide variety of ideas for improving or changing the MOU process. The following sub-themes across the category of suggestions for change arose: recognize that an MOU is not a legally-binding document and treat it accordingly, dedicate resources for MOUs, increase the involvement of legal services, standardize elements related to MOUs, make MOUs less vague, restrict the content of MOUs, and additional suggestions (that could not be rolled up into larger sub-themes).

## **Discussion**

The purpose of the current study is to identify best practices and areas for improvement in processes surrounding the drafting and endorsement of MOUs. To that end, this section includes a critical analysis of interview responses with a view to articulating best practices and areas for improvement as described by respondents, or that follow from the research.

Interviews with key persons involved in the MOU drafting and review process revealed that the responsibility for drafting the MOU varies. This variance is likely based on available resources.



MOU Coordination Units are not responsible for drafting, nor do they currently have the resources to provide this service – MOU units are typically comprised of one person in an administrative classification. Legal services, as well as financial and procurement services, are responsible for reviewing a draft. As such, drafting naturally falls to members of the unit itself, usually on the administrative or operational side of the unit, but occasionally to unit commanders (or persons who perform similar management functions). Many respondents indicated that MOUs tend to sit on the side of desks because they are not a priority for police departments. This is clearly an area of the MOU process that could be improved. Although not explicitly stated by respondents, it is the contention of the author that delays related to the document sitting on the side of a desk will continue to happen because of the lower priority of MOUs in comparison to other police work. As such, assigning a person, preferably one who already works in an administrative capacity, as responsible for not only the drafting of the MOU, but for setting deadlines and following up on the MOU when those deadlines are not met might result in more timely and efficient MOU processes. It would be useful for such a person to have a method, such as an electronic tracking system or more simply a chart, for monitoring the status of the MOU, including who has reviewed it, who needs to review it, the deadlines for feedback, and contact information of reviewers. Units that already undertake this practice could share their documentation ideas with other persons in the integrated unit community.

Differing and conflicting governance structures across MOU partner agencies was characterized as a major obstacle or challenge that hinders MOU processes. For example, if departments have different MOU templates it can be time consuming to come a mutually acceptable arrangement. With respect to the actual drafting of the MOU, it is clear from the interviews that using the MOU template will result in an MOU that contains the information that is necessary for it to be useful. Those departments that do not have MOU templates should use existing MOU templates as a starting point to create their own template. For integrated units involving agencies with competing MOUs, the integrated unit could defer to the lead agency's MOU template, or to whichever MOU template has the most exacting requirements. Any blending of MOU templates will likely take considerable time to resolve, the investment of which may not reflect the risk of deferring to one template or the other.

One respondent suggested that training around MOUs and the review process would be helpful. If training were developed, it would likely only be helpful on an as-needed basis. As such, the author suggests that an online course that drafters could attend at a time and place convenient for them and useful for their integrated unit could address this need.

The MOU consultation process was described by many respondents as cumbersome. In addition to consulting all agencies in an integrated unit, most agencies go through their own internal services, including legal, financial, and procurement services.

MOU Coordination Units or similar administrative services are responsible for ensuring that the MOU is not in conflict with other MOUs, or with departmental policies. It may be useful to instead create a checklist that drafters could use to ensure their MOU is in line with departmental policies (of the lead agency or the agency with the most exacting requirements). The determination of conflict with other MOUs is useful for consistency, but may not be necessary if

MOUs are in line with policy, particularly if this step significantly contributes to the timeliness of MOU endorsement.

Consultation with financial services is often an afterthought. It is important for the management of police forces that financial services are involved with the negotiation of partnerships to combat organized crime. Optimally, drafters should foster a good working relationship with financial services personnel. This could be accomplished through short phone calls or, where possible, in-person meetings. The person responsible for drafting and shepherding the MOU through all review process should make themselves known to financial services, and be in regular contact with financial services. This practice could be communicated to drafters through an online training module.

Several respondents indicated that consultation with legal services is a major challenge that hinders the MOU process, in part because legal services are already over-burdened, and MOUs are often not a priority for counsel. Many respondents underscored that MOUs are not a legally binding document. Although only two respondents belonged to the legal services sample, they both suggested that they were not provided enough time to give feedback to the drafters or that their suggested revised wording was ultimately not included in the signed MOU. In addition, a few respondents indicated that in the event of a conflict, the MOU would be set aside and the Joint Management Team would be actively involved in the dispute resolution.

Respondents were asked what needs to be in an MOU for it to be useful, but they were not asked directly if the MOU itself was a useful tool. The theme on the impact of MOUs on frontline police officers suggests that MOUs can be useful for performance measurement following or during an operation, for understanding the cost-effectiveness of what was done, and for resolving minor conflicts between agencies.

Finally, corporate memory is important for all businesses. Respondents from across sample groups indicated that they do not receive a signed copy of the MOU. As with one unit, protocol could be developed to ensure the document is retained. Persons responsible for ushering the MOU through the review process should share the document with all parties upon its approval. One respondent indicated that their unit hired a summer student from a document services and archives program to reconstitute their archives. This is one example of a small expense that could ultimately be useful for many units. To learn from previous MOUs – from previous partnerships among police agencies – it is important that documentation related to those partnerships is retained, and is available for use of current and new anti-organized crime integrated units.

## Conclusion

Compared to other police work undertaken to combat organized crime, the drafting of an MOU is often not seen as a priority, and key persons involved in the drafting and review process suggested that it should not be a priority. Dedicating resources to form new MOU units or to compensate legal services for the review of MOUs during an economically difficult time may not be the best use of limited police budgets. Given that MOUs can be useful for performance measurement following or during an operation, for understanding the cost-effectiveness of what was done, and for resolving minor conflicts between agencies, mutually developed training and more hands-on project management are suggested as possible means to ameliorate some of the delays experienced in the drafting and review of MOUs.

An online training module regarding MOU drafting and review process could be a useful investment for police organizations. An online course that MOU drafters could attend at a time and place convenient for them and useful for their integrated unit would be the best approach, insofar as such training would only be helpful on an as-needed basis.

Assigning a person who works in an administrative capacity as responsible for drafting and ushering the MOU through the review process, including setting deadlines for feedback and following up when those deadlines are not met, could expedite the delays currently experienced in the MOU process. In addition, those departments that do not have MOU templates should use existing MOU templates as a starting point to create their own template. Where there are competing MOU templates, the integrated unit should either defer to the lead agency's MOU template or to whichever MOU template has the most exacting requirements, as consolidating MOU requirements takes considerable time, which may not reflect the risk associated with deferring to one standard or the other.

The MOU consultation process is overly burdensome. It may be useful to create a checklist that drafters could use to ensure their MOU is in line with departmental policies (of the lead agency or the agency with the most exacting requirements). Although the determination of whether an MOU is in conflict with other previously signed MOUs is useful for consistency, it may not be necessary if the MOU is in line with policy, particularly if this step significantly contributes to the delays in reviewing the MOU. With respect to the involvement of financial services, MOU drafters should foster a good working relationship with financial services personnel. This could be accomplished through short phone calls or, where possible, in-person meetings.

Finally, it is important to ensure corporate memory in order to learn from the experiences of previous partnerships among police agencies, to that end, documentation surrounding those partnerships should be retained and made available for use of current and new anti-organized crime integrated units. The RCMP's MOU Coordination Unit currently has such a practice, as may other police agencies across Canada.

## References

- Aronson, Jodi. "A Pragmatic View of Thematic Analysis." *The Qualitative Report* 2 (1) 1994. <http://www.nova.edu/ssss/QR/BackIssues/QR2-1/aronson.html>
- Chorney, B., Linden, R. and Gunn, R. (2010). *Organized Crime Integrated Units: Analysis Report*. Ottawa, ON: Public Safety Canada.
- Holstein, James A. and Jaber F. Goubrium, "Animating Interview Narratives" in *Qualitative Research* ed: David Silverman, Third Edition, London: Sage, 2011: 149 – 167.
- Miller, Jody and Barry Glassner. "The "Inside" and the "Outside": Finding Realities in Interviews" in *Qualitative Research* ed: David Silverman, Third Edition, London: Sage, 2011: 131 – 148.
- Ryan, M. (2005). Integrated Policing to Combat Organized Crime in Canada, presented at *The Canada China Procuratorate Reform Cooperation Programme Lecture Series I*, August 2005, Vancouver, BC: International Centre for Criminal Law Reform and Criminal Justice Policy, and at *The 1<sup>st</sup> Session of the International Forum on Contemporary Criminal law*, August 2005, Beijing: International Centre for Criminal Law Reform and Criminal Justice Policy.
- Schneider, S. and Hurst, C. (2008). "Obstacles to an integrated, joint forces approach to organized crime enforcement: a Canadian case study." *Policing: An International Journal of Police Strategies & Management*, 31, 3: 359-379.
- Wortley, Scott. (2010). *Identifying Street Gangs: Definitional Dilemmas and Their Policy Implications*. Ottawa, ON: Public Safety Canada.
- Criminal Code of Canada*, R.S.C. 1985, c. C-46, s. 467(1).

## Appendix I: Semi-structured interview guides

As noted in the methods section, three different interview guides were developed to cater to each of the three different respondent groups: anti-organized crime integrated unit members, legal counsel, and MOU coordination unit members (or persons in a similar role). The interview guides were designed to facilitate a semi-structured approach to the interviews. Throughout the guides the term “formal agreement” is underlined. At the time of writing it was anticipated that different integrated units would use different terms to describe MOUs, such as Charters, Letter of Intent, etc. “Formal agreement” was underlined to remind the researcher to substitute whichever term the respondent was using to speak to the MOU when interviewing that respondent.

It should be noted that a series of ordinal questions were included in the interview guide for integrated unit member respondents. These questions did not work well in practice, and seemed poorly suited to the overall semi-structured, largely open-ended telephone interviews, and as such the use of those questions was abandoned following the first five interviews.

### Interview Guide: Integrated Unit Member Respondents

What organization do you work for?

*Probe: What unit do you work for?*

What is the title of your substantive position?

Please describe your primary job functions in one or two sentences.

Are you currently (or have you recently been) a member of an integrated unit that works to combat organized crime?

*Yes*

*No → End interview.*

Which organizations are involved in your integrated unit?

Does your integrated unit have a formal agreement?

A document that defines your unit mandate and outlines the roles, responsibilities, and contributions of each partner in the integrated unit.

*Yes → is your formal agreement a draft or a final document?*

*No*

*Don't Know*

Have you been at all involved with the establishment, review, or oversight of a formal agreement related to the work of an anti-organized crime integrated unit?

*Yes → what was your role?*

*Yes → did your unit abide by the RCMP's MOU template for your formal agreement, or make additions or changes?*

*Probe: how did this impact on the timeliness of the completion of your formal agreement?*

*Yes → When during the consultation process do you think is the best time to consult with RCMP Legal (e.g., at the onset of the agreement, after the production of a working draft, or at a different stage in the process)? (And why is this the best time?)*

*No*

Do other administrative documents (e.g., learning plan, job description, Terms of Reference) reflect or align with the roles and responsibilities established in the formal agreement?

Do you have informal arrangements related to how you do your work that are not reflected in the formal agreement?

*Yes → Can you provide some examples.*

*No*

Was anyone else in your unit involved in the establishment, review, or oversight of a formal agreement related to the work of an anti-organized crime integrated unit?

*Yes → what was their role?*

*No*

*Don't know*

Who (or which organization) is responsible for making the first draft of a formal agreement for anti-organized crime integrated units?

*→ What happens next?*

*→ Do you see any areas for improvement or efficiencies in this process?(What are they?)*

I am going to ask you a series of questions on how well you think that the roles and responsibilities of the partners in the integrated unit are described in the formal agreement. For each question I am going to use a scale where 5 represents very well defined, and 1 represents very poorly defined. So, for these questions, 3 would be a neutral response, 4 would represent somewhat well defined, and 2 would represent somewhat poorly defined.

On a scale where five represents very well defined and 1 represents very poorly defined, please indicate **how well the role/mandate of your organization is defined in the formal agreement.**

On a scale where five represents very well defined and 1 represents very poorly defined, please indicate **how well the role/mandate of other partners is defined in the formal agreement.**

*→ Do you have any comments about the role/mandate of your organization defined by the formal agreement?*

On a scale where five represents very well defined and 1 represents very poorly defined, please indicate **how well responsibilities of your organization is defined in the formal agreement.**

*→ Do you have any comments about the responsibilities of your organization defined by the formal agreement?*

On a scale where five represents very well defined and 1 represents very poorly defined, please indicate **how well responsibilities of other partners are defined by the formal agreement.**

→ *Do you have any comments about the responsibilities of other organizations defined by the formal agreement?*

In your opinion, what are the main factors that facilitate the timely creation and endorsement of a formal agreement?

What needs to be included in it for it to be useful?

In your opinion, what are the major obstacles or challenges that hinder the formal agreement process?

If you could change how formal agreements are developed, or their content, what would you change?

*Probe: what do you think is the best way to make that change happen?*

*Probe: what about the process could be changed to make it more efficient / faster?*

*Probe: what about the process could be changed to make the formal agreement more effective?*

*Probe: how could Terms of Reference be used in conjunction with the formal agreement?*

Do you have any additional comments or advice related to formal agreement?

I want to make sure I am getting opinions from all the right people involved in and impacted by this research. Is there someone that you have worked with or know who may be well placed to answer these questions?

NAME: \_\_\_\_\_  
CONTACT: \_\_\_\_\_

NAME: \_\_\_\_\_  
CONTACT: \_\_\_\_\_

NAME: \_\_\_\_\_  
CONTACT: \_\_\_\_\_

There has been interest expressed in further research regarding best practices and challenges related to **information sharing** and **communications** for anti-organized crime integrated units. If Public Safety Canada were to conduct research on information sharing and communications for anti-organized crime integrated units, what might be some areas on which we should focus?

Understanding that you are busy, if Public Safety Canada were to research information sharing and communications issues for integrated units, would you be interested in participating?

*Yes*

*No*

If you do not have anything else to add, I would like to thank you on behalf of Public Safety Canada for participating in this research. Your comments will help us improve how we partner together to fight organized crime.

## Interview Guide: MOU Coordination Unit Respondents

What organization do you work for?

What is the title of your substantive position?

Please describe your primary job functions in one or two sentences.

Have you been at all involved with the establishment, review, or oversight of a formal agreement related to the work of an anti-organized crime integrated unit?

*Yes → what was your role?*

*No*

Who (or which organization) is responsible for making the first draft of a formal agreement for anti-organized crime integrated units?

*→ What happens next?*

*→ Do you see any areas for improvement or efficiencies in this process?(What are they?)*

What sort of informal arrangements related to how integrated units work on a day-to-day basis do you think are not reflected in the formal agreement?

When during the consultation process do you think is the best time to consult with RCMP Legal (e.g., at the onset of the agreement, after the production of a working draft, or at a different stage in the process)? (And why is this the best time?)

What needs to be included in the formal agreement for it to be useful?

In your opinion, what are the main factors that facilitate the timely creation and endorsement of a formal agreement?

In your opinion, what are the major obstacles or challenges that hinder the formal agreement process?

If you could change how formal agreements are developed, or their content, what would you change?

*Probe: what do you think is the best way to make that change happen?*

*Probe: what about the process could be changed to make it more efficient / faster?*

*Probe: what about the process could be changed to make the formal agreement more effective?*

*Probe: how could Terms of Reference be used in conjunction with the formal agreement?*

Do you have any additional comments or advice related to formal agreements?

I want to make sure I am getting opinions from all the right people involved in and impacted by this research. Is there someone that you have worked with or know who may be well placed to answer these questions?



NAME: \_\_\_\_\_  
CONTACT: \_\_\_\_\_

NAME: \_\_\_\_\_  
CONTACT: \_\_\_\_\_

NAME: \_\_\_\_\_  
CONTACT: \_\_\_\_\_

There has been interest expressed in further research regarding best practices and challenges related to information sharing and communications for anti-organized crime integrated units. If Public Safety Canada were to conduct research on information sharing and communications for anti-organized crime integrated units, what might be some areas on which we should focus?

Understanding that you are busy, if Public Safety Canada were to research information sharing and communications issues for integrated units, would you be interested in participating?

Yes

No

If you do not have anything else to add, I would like to thank you on behalf of Public Safety Canada for participating in this research. Your comments will help us improve how we partner together to fight organized crime.

## Interview Guide: Legal Services Respondents

What organization do you work for?

*Probe: What unit do you work for?*

What is the title of your substantive position?

Please describe your primary job functions in one or two sentences.

Have you been at all involved with the establishment, review, or oversight of a formal agreement related to the work of an anti-organized crime integrated unit?

*Yes → what was your role?*

*No*

Was anyone else in your unit involved in the establishment, review, or oversight of a formal agreement related to the work of an anti-organized crime integrated unit?

*Yes → what was their role?*

*No*

*Don't know*

Who (or which organization) is responsible for making the first draft of a formal agreement for anti-organized crime integrated units?

*→ What happens next?*

*→ Do you see any areas for improvement or efficiencies in this process?(What are they?)*

What sort of informal arrangements related to how integrated units work on a day-to-day basis do you think are not reflected in the formal agreement?

When during the consultation process do you think is the best time to consult with RCMP Legal (e.g., at the onset of the agreement, after the production of a working draft, or at a different stage in the process)? (And why is this the best time?)

In your opinion, what are the main factors that facilitate the timely creation and endorsement of a formal agreement?

What needs to be included in it for it to be useful?

In your opinion, what are the major obstacles or challenges that hinder the formal agreement process?

If you could change how formal agreements are developed, or their content, what would you change?

*Probe: what do you think is the best way to make that change happen?*

*Probe: what about the process could be changed to make it more efficient / faster?*

*Probe: what about the process could be changed to make the formal agreement more effective?*

*Probe: how could Terms of Reference be used in conjunction with the formal agreement?*

Do you have any additional comments or advice related to formal agreements?

I want to make sure I am getting opinions from all the right people involved in and impacted by this research. Is there someone that you have worked with or know who may be well placed to answer these questions?

NAME: \_\_\_\_\_  
CONTACT: \_\_\_\_\_

NAME: \_\_\_\_\_  
CONTACT: \_\_\_\_\_

NAME: \_\_\_\_\_  
CONTACT: \_\_\_\_\_

There has been interest expressed in further research regarding best practices and challenges related to **information sharing** and **communications** for anti-organized crime integrated units. If Public Safety Canada were to conduct research on information sharing and communications for anti-organized crime integrated units, what might be some areas on which we should focus?

Understanding that you are busy, if Public Safety Canada were to research information sharing and communications issues for integrated units, would you be interested in participating?

*Yes*

*No*

If you do not have anything else to add, I would like to thank you on behalf of Public Safety Canada for participating in this research. Your comments will help us improve how we partner together to fight organized crime.

## Appendix II: Letter of consent

Please note that the contact information for the researcher was removed from this version of the letter of consent for the purposes of this report.

### Letter of Consent

I understand I have agreed to participate in the research project entitled: “Memoranda of understanding and the administration of anti-organized crime integrated units.” I understand the purpose of this project is to identify good practices and areas for improvement in processes surrounding the creation and endorsement of formal agreements for agencies participating in an integrated unit focused on combating organized criminal activities.

I understand my participation will involve a telephone interview with a researcher who works for Public Safety Canada, which will last approximately 20 minutes, at a time convenient to me. The researcher will record the interview. Any data collected from the interview will be stored in a locked cabinet, with computer files stored on a secure computer drive. Only the researcher will have access to the raw interview material. I understand the raw interview material will be destroyed by shredding written notes and by deletion of computer files one year after the final report is complete. The benefits of my participation include having my personal views regarding this issue heard, reflected in a report, and potentially used to contribute towards better partnerships among integrated unit member organizations. In keeping with ethical considerations, please note that there are no foreseeable risks or harms to participants in this research.

I understand that the interviews will be used to make a good practices brief and final report that will be shared with stakeholders and made available for use by integrated units in the future.

I understand that my participation is anonymous, and that anything I say will not be attributed to me personally. Comments will be made anonymous in the presentation of the material.

I understand I may ask questions about the research before, during, or after the interview.

**I understand that my participation is voluntary that I may decline to answer any question, or ask to stop the interview at any time, and there will be no adverse consequences to me or my organization.**

*I have read and understood the information contained herein and by signing, I consent to participate in this research.*

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**This research is being undertaken on behalf of:**

National Coordinating Committee on Organized Crime  
Public Safety Canada

# Appendix III: Sample MOU Template

Memorandum of Understanding

THIS ARRANGEMENT, made in duplicate as of the day of 200\_\_

BETWEEN

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

AND

THE xxxxxxxxxxxxxxxxx  
(HEREINAFTER REFERRED TO AS "xxx")

## BACKGROUND

Set out a short background or explanation of what the Participants are up to or what brought them together.

NOW THEREFORE THE PARTICIPANTS INTEND AS FOLLOWS:

### 1. DEFINITIONS:

In this Memorandum of Understanding (MOU) the following terms, in singular or plural form according to the context, are defined as follows:

Set out any terms or acronyms which appear in the document . For example:

"APF" means the Association of Police Forces  
"CPS" means the Canadian Police Service  
"IS" means Interdepartmental Settlement  
"Arrangement" means Memorandum of Understanding  
"MOU" means Memorandum of Understanding

Note: any defined terms or phrases should be capitalized throughout the Arrangement.

### 2. PURPOSE AND SCOPE: (Mandatory clause)

Set out here generally the intent of the Arrangement and its parameters. For example:  
This Arrangement sets out the roles and responsibilities of the Participants in hosting the APF annual conference.

### 3. OBLIGATIONS OF THE RCMP: (Mandatory clause)

- 3.1 The RCMP intends to:
- (Use sub-clauses: ex. 3.1.1 3.1.2 3.1.3.....)
- Itemize here what the RCMP is undertaking to do.

### 4. OBLIGATIONS OF xxx: (Mandatory clause)

- 4.1 The XXX intends to:
- (Use sub-clauses: ex. 4.1.1 4.1.2 4.1.3.....)

- Set out what the other side will do. If there are shared responsibilities, these can be set out in a separate category.

5. FINANCIAL ARRANGEMENTS: (Mandatory clause)

(Use sub-clauses: ex. 5.1 5.2 5.3.....)

- Set out the maximum monetary contribution of each Participant if applicable.
- If the Arrangement involves cost recovery by one Participant from another then consider:
  - How billing and invoicing will be set up.
  - Identify cost centres, collator codes, interdepartmental settlements.
  - Will one Participant submit invoices or statement of disbursements to the other?
  - How often?
  - How soon are they to be paid?
  - If anticipated costs change, provide a mechanism for adjusting the payments up to ceiling amount.

6. TERM: (Mandatory clause)

This Arrangement will commence upon execution by the Participants and will expire on (set out termination date).

7. EQUIPMENT:

(Use sub-clauses: ex. 7.1 7.2 7.3.....)

- If there is a loan of equipment, set out:
  - o a brief description
  - o the value of the equipment
  - o who bears risk of damage or loss
- If the equipment is going to be loaned to any agency that is not a federal government agency, then an MOU is not appropriate. Crown assets are only loaned through a legal binding contract. Advice and guidance from Legal Services should be sought for this requirement. Please see this website for the Public Property Loan Regulations, section 4. (1) Subject to subsection (2), every loan of public property will be by way of a contract in writing. <http://laws.justice.gc.ca/en/f-11/sor-92-745/114075.html>

8. DEPARTMENTAL REPRESENTATIVES: (Mandatory clause)

The following officials are designated as the departmental representatives for purposes of this Arrangement and any notices required under this Arrangement will be delivered as follows:

For the RCMP:

Name  
Title  
Address  
Telephone

For the XXX:

Name  
Title  
Address  
Telephone

9. LIABILITY:

It is customary in MOUs to have each Participant undertake responsibility for any damages that it may cause in the carrying out of the MOU. For example:

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

Where the MOU is drafted by another Participant, it may include an indemnification clause or some broader obligation to pay third Participant damages, and such clauses should be reviewed by Legal Services.

10. DISPUTE RESOLUTION: (Mandatory clause)

In the event of a dispute arising from the interpretation or operation of this Arrangement, 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 Participants intend to refer the matter to: (set out the level of seniority of officials), for resolution.

11. INTELLECTUAL PROPERTY RIGHTS:

(Use sub-clauses: ex. 11.1 11.2 11.3.....)

If there is a likelihood that the Participants will develop material in which intellectual property rights may arise, address the following:

- ownership of the material
- rights of the other Participants to use the material

Assistance should be sought from RCMP Intellectual Property Office or Legal Services in drafting these provisions.

12. MONITORING: (Mandatory clause)

The Participants will meet on a/an (annual, semi-annual or whatever period is negotiated) basis to review and assess the operation and effectiveness of this Arrangement.

OR

Upon termination of this Arrangement, each Participant will meet to audit, evaluate and review the effectiveness of this Arrangement.

OR

Upon completion of this operation, a debriefing will be scheduled to evaluate and discuss lessons learned from training, planning and operations on or about DD MONTH YEAR at LOCATION. Each agency entered into this Arrangement is responsible for capturing a full description of their commitments and obligations identified throughout the operation.

Note: for any formal audits and evaluations, prior consultation and discussions must be forwarded to, reviewed by and approved by the Chief of Audit Executive and the Executive Director of Internal Audit.

13. TERMINATION: (Mandatory clause)

This Arrangement may be terminated by either Participant upon thirty (30) days written notice. Termination does not release a Participant from any obligations which accrued while the Arrangement was in force.

Note: the notice period is a matter of negotiation between the Participants.



Consider whether there should be provisions dealing with consequences of termination. For example, does information or equipment need to be destroyed and/or returned?

14. AMENDMENT TO THE ARRANGEMENT: (Mandatory clause)

This Arrangement may only be amended by the written consent of the Participants.

Signed by the authorized officers of the Participants:

For the RCMP:

\_\_\_\_\_ Date: \_\_\_\_\_  
Name  
Title  
Address  
Telephone

For the XXXX:

\_\_\_\_\_ Date: \_\_\_\_\_  
Name  
Title  
Address  
Telephone

# Appendix IV: Sample Information Sharing Template

## MEMORANDUM OF UNDERSTANDING

THIS ARRANGEMENT, made in duplicate as of the day of 200\_\_

BETWEEN

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

AND

THE xxxxxxxxxxxxxxxxx  
(HEREINAFTER REFERRED TO AS "xxx")

Collectively referred to as the "Participants"

## BACKGROUND

Set out a short background or explanation of the reasons which brought the Participants together and why they wish to enter into an arrangement.

NOW THEREFORE THE PARTICIPANTS INTEND AS FOLLOWS:

### 1. DEFINITIONS

Set out any terms or acronyms which appear throughout the document, that are unique to the subject matter of the arrangement or which may not be common knowledge. The decision as to which terms, if any, need to be defined should generally be made once the arrangement is drafted, in consultation with Legal Services.

In this Memorandum of Understanding (MOU):

"Information" means information pertaining to (describe generally the information) and may include personal information, which means information about an identifiable individual recorded in any form.

### 2. PURPOSE AND SCOPE

Set out here generally the intent of the arrangement.

For example:

This MOU sets out the roles and responsibilities of the Participants in sharing information for the purpose of investigating and prosecuting offences arising from xxxxx

Set out all applicable statutory authorities, approved programs, etc.

### 3. CONFIDENTIALITY AND USE OF INFORMATION

Set out all the obligations pertaining to confidentiality and use of the information. If the information exchange is one way, modify the clauses below accordingly. If the arrangement also involves access to databases, consult with legal services on additional clauses and modifications to include.

Each Participant intends to:

3.1 use the information provided by the other Participant solely for the purpose of (set out the purpose);

[In the case of law enforcement agencies, you may wish to use fairly general language (eg. law enforcement purposes), unless there is a specific purpose for which the information is being shared. In the case of non-law enforcement agencies, be more specific on use and ensure that the use is authorized by the agency's mandate. (Consult with legal services on this.)]

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 mark the information provided with the appropriate security classification.

In the case of the RCMP, this means (Protected A, Protected B, Protected C) or classified (Unclassified, Confidential, Secret, Top Secret); In the case of (set out the name of the Participant and the classification levels);

3.4 treat information received from the other Participant in accordance with the security markings on it and to undertake to provide equivalent protection to it while it is in the receiving Participant's possession;

[For non-federal agencies you may need additional clauses or appendices as to how the information must be safeguarded. Consider attaching security standards or a table of equivalencies as an appendix]

3.5 attach terms, conditions, or caveats to the information supplied, as the supplying Participant deems appropriate;

3.6 abide by all caveats, conditions or terms attached to the information;

3.7 maintain appropriate records concerning the transmission and receipt of information exchanged;

3.8 not disseminate the information to any third party without the prior written consent of the supplying Participant (or agency from which the information originated, as appropriate), except as required by law;

3.9 limit access to the information to those of its employees whose duties require such access, who are legally bound to keep confidences and who have the appropriate security clearance;

[Depending on the circumstances, include here: "'Employees' include contractors and persons on secondment"]

#### OPTIONAL CLAUSES

3.10 Provide a written rationale for the request for information and set out the nature of the assistance sought when requesting information from the other Participant;

[Consider whether this clause is appropriate or practical. Consider whether the information will be exchanged only pursuant to a request, or at the supplying Participant's initiative. Consider also whether this would delay or impact operations in an emergency or exigent circumstances.]

3.11 Comply with the provisions governing the use, disclosure, and retention of records in the *Youth Criminal Justice Act S.C. 2002*;

[This clause may be appropriate in the context of foreign agencies who are not otherwise subject to these provisions. You may also wish to attach as an appendix the applicable requirements of the *Act*]

#### 4. INFORMATION MANAGEMENT

4.1 The information disclosed under this arrangement will be administered, maintained, and disposed of in accordance with the law that applies to record retention and personal information and all applicable policies and guidelines. In the case of the RCMP, this includes the *Privacy Act*, the *Library and Archives of Canada Act* and the *Policy on Government Security*. In the case of (name the Participant and the applicable laws and policies);

4.2 Each Participant will:

4.2.1 promptly notify the other of any unauthorized use or disclosure of the information exchanged under this MOU and will furnish the other Participant with details of such unauthorized use or disclosure. In the event of such an occurrence the Participant responsible for the safeguarding of the information will take all reasonably necessary steps to prevent a re-occurrence;

4.2.2 immediately notify the other if either receives a request under the *Privacy Act*, the *Access to Information Act* or other lawful authority, for information provided under this MOU. If requested, the Participant will endeavour to protect the information from disclosure to the extent permitted by law;

4.2.3 return any information that should not have been provided to it by the other Participant;

#### OPTIONAL CLAUSES

4.2.4 provide access to each other's facilities to the extent necessary to review the safeguarding of information and assets as provided for in this MOU.

#### 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 OBLIGATIONS

Where shared responsibilities exist, these can be set out in a separate category as in the case of these pre-defined obligations, which should form part of an MOU if required.

The Participants intend to:

6.1 Co-operate in establishing equivalencies in information classification levels;

[You may also wish to determine equivalencies before signing the MOU and attach as an appendix, in which case this clause would be unnecessary.]

6.2 Co-operate in providing the necessary information each requires to carry out personnel screening requirements;

[This clause may not be necessary if the RCMP recognizes the security clearances of employees of the receiving agency] (Note - check with DSO. You may want to refer to TB/RCMP policy on when this would be required.)

## 7. EXCHANGE OF EXPERTISE

There may be a need for the exchange or the integration of the expertise/best practices of either or both Participants pursuant to your arrangement.

For example:

The Participants may, as they deem necessary:

- 7.1 share their mutual expertise and best practices;
- 7.2 participate in seminars, training courses, and other meetings; and
- 7.3 facilitate visits of experts, law enforcement, security, intelligence authorities, and administrators, in the areas of cooperation covered by this MOU, as long as such visits have been approved in writing by both Participants.

## 8. FINANCIAL ARRANGEMENTS

Set out the financial arrangements between the Participants.

- 8.1 Each Participant will bear its own costs in carrying out its obligations under this MOU.
- 8.2 this includes the costs associated with upgrading and maintaining secure office facilities, the acquisition of approved security containers, telecommunication equipment, electronic equipment, room and building design, and carrying out personnel security screenings.

If there are costs involved, set out the maximum monetary contribution of each Participant if applicable. Other costs may be associated to cost recovery or sharing. Advice should be sought from Corporate Procurement and Contracting Services in establishing those arrangements.

## 9. DEPARTMENTAL REPRESENTATIVES

The following officials are designated as the departmental representatives for purposes of this Memorandum of Understanding and any notices required under this MOU will be delivered as follows:

For the RCMP:

Name  
Title  
Address  
Telephone

For the XXX:

Name  
Title  
Address  
Telephone

Changes to the designated departmental representative will be upon written notification thereof to the other Participant.

10. LIABILITY

The terms of liability must be defined within each arrangement. Set out here provisions relating to liability.

In many cases, each Participant will undertake to be responsible for any damages that it may cause in the carrying out of the MOU.

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.

However, in other cases this may not be appropriate. Consideration should be given to the particular arrangement and advice should be sought from legal services in determining the appropriate clause.

11. DISPUTE RESOLUTION

It is mandatory for all MOU's to outline a process to be followed to resolve any disputes relating to the terms of the arrangement. A generic sample applicable to the majority of MOUs is provided below for use as part of your arrangement.

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 Participants intend to refer the matter to: (set out the level of seniority of officials) for resolution.

12. AMENDMENTS

The Ministerial Directive requires agreements to provide for modification of the agreement by mutual consent of all signatories.

This arrangement may only be amended by written agreement of the Participants.

13. TERM

This arrangement will commence upon execution by the Participants and will remain in effect until (must include end date) unless terminated in accordance with the provisions below.

14. MONITORING

The Participants must define the time frame they intend to use to monitor the arrangement.

The Participants will meet on an (annual, semi-annual, on a need basis or whatever period is negotiated) basis to review and assess the operation and effectiveness of this MOU.

Provisions may be defined to include that the Participants agree to meet on a more frequent basis during the implementation phase of the MOU.

NOTE: If the subject of the arrangement is such that an audit is the appropriate evaluation tool, the arrangement must state who will be responsible for conducting the audit and who will be paying for it. Audit and Evaluation Branch must be consulted before the RCMP undertakes to conduct an audit. Refer to AM VIII.3.F.1.F

15. TERMINATION

The MOU must outline the provisions for the cancellation of the arrangement by either Participant. The notice period is a matter of negotiation between the Participants.

15.1 Either Participant may immediately terminate this MOU in the event the other Participant has breached its undertakings of confidentiality, otherwise compromised the security of the information exchanged, or used the information for an unauthorized purpose.

15.2 This MOU may be terminated for any other reason by either Participant on (set out applicable period) written notice.

15.3 Termination does not release a Participant from any obligations which accrued while the arrangement was in force and the obligations of confidentiality will survive the expiry or termination of this MOU.

OPTIONAL CLAUSES:

15.4 Upon termination or expiry of this arrangement xxx will immediately:

[Consider whether you wish to require the other Participant to cease using information, return it, destroy it. Consider also whether the RCMP would be able to meet such an obligation (eg. In light of the administrative burden or requirements of the *National Archives Act*).]

SIGNING AUTHORITIES

The MOU must be signed by the appropriate officials. In some cases, the Minister of Public Safety and Emergency Preparedness may also become a signatory. (See the Ministerial Directive and/or Policy on RCMP Agreements)

Signed by the authorized officers of the Participants:

For the XXX:

\_\_\_\_\_ Date: \_\_\_\_\_  
Name  
Title

For the RCMP:

\_\_\_\_\_ Date: \_\_\_\_\_  
Name  
Title

# Appendix V: Sample Joint Forces Operation Information Sharing Template

## MEMORANDUM OF UNDERSTANDING

THIS ARRANGEMENT, made in duplicate as of the day of 200\_\_

BETWEEN

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

AND

THE xxxxxxxxxxxxxxxxx  
(HEREINAFTER REFERRED TO AS "xxx")

Collectively referred to as the "Participants"

## BACKGROUND

Set out a short background or explanation of the reasons which brought the Participants together and why they wish to enter into an arrangement.

NOW THEREFORE THE PARTICIPANTS INTEND AS FOLLOWS:

### 1. DEFINITIONS

Set out any terms or acronyms which appear throughout the document, that are unique to the subject matter of the arrangement or which may not be common knowledge. The decision as to which terms, if any, need to be defined should generally be made once the arrangement is drafted, in consultation with Legal Services.

In this Memorandum of Understanding (MOU):

"Information" means information pertaining to (describe generally the information) and may include personal information, which means information about an identifiable individual recorded in any form.

### 2. PURPOSE AND SCOPE

Set out here generally the intent of the arrangement.

For example:

This MOU sets out the roles and responsibilities of the Participants in sharing information for the purpose of investigating and prosecuting offences arising from xxxxx

Set out all applicable statutory authorities, approved programs, etc.

### 3. OBLIGATIONS OF THE RCMP:

3.1 The RCMP intends to:

(Use sub-clauses: ex. 3.1.1 3.1.2 3.1.3)



- Itemize here what the RCMP is undertaking to do.

#### 4. OBLIGATIONS OF xxx: (mandatory clause)

##### 4.1 The XXX intends to:

(Use sub-clauses: ex. 4.1.1 4.1.2 4.1.3)

- Set out what the other side will do. If there are shared responsibilities, these can be set out in a separate category.

#### 5. FINANCIAL ARRANGEMENTS

(Use sub-clauses: ex. 5.1 5.2. 5.3)

- Set out the maximum monetary commitment of each Participant if applicable.
- If the Arrangement involves cost recovery by one Participant from another then consider:
  - How billing and invoicing will be set up.
  - Identify cost centres, collator codes, interdepartmental settlements.
  - Will one Participant submit invoices or statement of disbursements to the other?
  - How often?
  - How soon are they to be paid?
  - If anticipated costs change, provide a mechanism for adjusting the payments up to ceiling amount.

##### 5.1 Each Participant will bear its own costs in carrying out its obligations under this MOU

5.2 This includes the costs associated with upgrading and maintaining secure office facilities, the acquisition of approved security containers, telecommunication equipment, electronic equipment, room and building design, and carrying out personnel security screenings.

If there are costs involved, set out the maximum monetary contribution of each Participant if applicable. Other costs may be associated to cost recovery or sharing. Advice should be sought from Corporate Procurement and Contracting Services in establishing those arrangements.

#### 6. CONFIDENTIALITY AND USE OF INFORMATION

Set out all the obligations pertaining to confidentiality and use of the information. If the information exchange is one way, modify the clauses below accordingly. If the arrangement also involves access to databases, consult with legal services on additional clauses and modifications to include.

Each Participant intends to:

##### 6.1 use the information provided by the other Participant solely for the purpose of (set out the purpose);

[In the case of law enforcement agencies, you may wish to use fairly general language (eg. law enforcement purposes), unless there is a specific purpose for which the information is being shared. In the case of non-law enforcement agencies, be more specific on use and ensure that the use is authorized by the agency's mandate. (Consult with legal services on this.)]

##### 6.2 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;

##### 6.3 mark the information provided with the appropriate security classification.

In the case of the RCMP, this means (Protected A, Protected B, Protected C) or classified (Unclassified, Confidential, Secret, Top Secret); In the case of (set out the name of the Participant and the classification levels);

6.4 treat information received from the other Participant in accordance with the security markings on it and to undertake to provide equivalent protection to it while it is in the receiving Participant's possession;

[For non-federal agencies you may need additional clauses or appendices as to how the information must be safeguarded. Consider attaching security standards or a table of equivalencies as an appendix]

6.5 attach terms, conditions, or caveats to the information supplied, as the supplying Participant deems appropriate;

6.6 abide by all caveats, conditions or terms attached to the information;

6.7 maintain appropriate records concerning the transmission and receipt of information exchanged;

6.8 not disseminate the information to any third party without the prior written consent of the supplying Participant (or agency from which the information originated, as appropriate), except as required by law;

6.9 limit access to the information to those of its employees whose duties require such access, who are legally bound to keep confidences and who have the appropriate security clearance;

[Depending on the circumstances, include here: "'Employees' include contractors and persons on secondment"]

#### OPTIONAL CLAUSES

6.10 Provide a written rationale for the request for information and set out the nature of the assistance sought when requesting information from the other Participant;

[Consider whether this clause is appropriate or practical. Consider whether the information will be exchanged only pursuant to a request, or at the supplying Participant's initiative. Consider also whether this would delay or impact operations in an emergency or exigent circumstances.]

6.11 Comply with the provisions governing the use, disclosure, and retention of records in the *Youth Criminal Justice Act* S.C. 2002;

[This clause may be appropriate in the context of foreign agencies who are not otherwise subject to these provisions. You may also wish to attach as an appendix the applicable requirements of the *Act*.]

#### 7. INFORMATION MANAGEMENT

7.1 The information disclosed under this arrangement will be administered, maintained, and disposed of in accordance with the law that applies to record retention and personal information and all applicable policies and guidelines. In the case of the RCMP, this includes *Privacy Act*, the *Library and Archives of Canada Act* and the *Policy on Government Security*.

In the case of (name the Participant and the applicable laws and policies);

7.2 Each Participant will:

7.2.1 promptly notify the other of any unauthorized use or disclosure of the information exchanged under this MOU and will furnish the other Participant with details of such unauthorized

use or disclosure. In the event of such an occurrence the Participant responsible for the safeguarding of the information will take all reasonably necessary steps to prevent a re-occurrence;

7.2.2 immediately notify the other if either receives a request under the *Privacy Act*, the *Access to Information Act* or other lawful authority, for information provided under this MOU. If requested, the Participant will endeavour to protect the information from disclosure to the extent permitted by law;

7.2.3 return any information that should not have been provided to it by the other Participant;

#### OPTIONAL CLAUSES

7.2.4 provide access to each other's facilities to the extent necessary to review the safeguarding of information and assets as provided for in this MOU.

### 8. ACCURACY OF INFORMATION

Each Participant will:

8.1 use its best efforts to verify the accuracy and completeness of the information provided to the other Participant;

8.2 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.

### 9. JOINT OBLIGATIONS

Where shared responsibilities exist, these can be set out in a separate category as in the case of these pre-defined obligations, which should form part of an MOU if required.

The Participants intend to:

9.1 Co-operate in establishing equivalencies in information classification levels;

[You may also wish to determine equivalencies before signing the MOU and attach as an appendix, in which case this clause would be unnecessary.]

9.2 Co-operate in providing the necessary information each requires to carry out personnel screening requirements;

[This clause may not be necessary if the RCMP recognizes the security clearances of employees of the receiving agency] (Note - check with DSO. You may want to refer to TB/RCMP policy on when this would be required.)

### 10. EXCHANGE OF EXPERTISE

There may be a need for the exchange or the integration of the expertise/best practices of either or both Participants pursuant to your arrangement.

For example:

The Participants may, as they deem necessary:

10.1 share their mutual expertise and best practices;

10.2 participate in seminars, training courses, and other meetings; and

10.3 facilitate visits of experts, law enforcement, security, intelligence authorities, and administrators, in the areas of cooperation covered by this MOU, as long as such visits have been approved in writing by both Participants.

## 11. CONFIDENTIAL SOURCE AND AGENT RESPONSIBILITIES

11.1 XXX will pay for all registered confidential informant sources handled by XXX. Notwithstanding this, funds are available from each Participating Agencies if required in consultation with the OCC.

11.2 All source payments made pursuant to this MOU will be decided on a case by case basis by XXX and will be subject to the limit of the financial signing authority of the Unit Commander of the respective XXX or if beyond such authority by the OIC XXX.

11.3 The use of agents and all associated costs will be evaluated on a case by case basis and prior approval must be obtained from the OIC XXX and through the authorizing chain of command of each Participating Agencies involved.

11.4 XXX members will follow RCMP policy and procedures in managing and handling confidential informant and agent sources as outlined in RCMP Operations Manual policy Part 31.1. See attached Appendix "A", for reference.

11.5 All XXX confidential informant sources and agents will be registered with the (number of participating agencies) participating police agencies that form the (number of participating agencies) different units, and subsequently managed by a member from (#) the RCMP and the respective Participating Agency. Confidential informant sources will be handled by two source/agent handlers.

11.6 In the event that the JFO is terminated, the jurisdiction and rights with respect to confidential human informant/agents that were previously handled by JFO members will revert to the Participating Agency, which registered the source/agent.

11.7 In consultation with the XXX, application may be made to Saskatchewan Justice for costs associated to JFO investigations resulting in the protection or relocation of witnesses.(if applicable in other provinces)

## 12.0 UNDERCOVER OPERATIONS

12.1 JFO members will follow RCMP policy and procedures in relations to Undercover Operations as per Part 30 of the RCMP Operational Manual, see attached Appendix "B" for reference.

## 13.0 DISCLOSURE RESPONSIBILITIES

13.1 The OIC JFO will ensure the appointment of a Disclosure Officer in the onset of each investigation. Additionally, a process and framework with established business rules that supports continual and timely disclosures will be instituted to meet judicial obligation.

## 14.0 MEDIA

14.1 In order to maintain the integrity of ongoing investigations, all media releases relating to operational initiatives undertaken by the JFO will refer to JFO as the lead unit. The releases will be issued by the OIC JFO or the OIC JFO's designate, in partnership with the affected Participating Agencies.

14.2 In the event of a news conference, such a conference will be held at a Participating Agency, or other location and not the JFO offices. The news conference will be coordinated in partnership with the affected Participating Agency.

## 15.0 DEPARTMENTAL REPRESENTATIVES

The following officials are designated as the departmental representatives for purposes of this Memorandum of Understanding and any notices required under this MOU will be delivered as follows:

For the RCMP:

Name  
Title  
Address  
Telephone

For the XXX:

Name  
Title  
Address  
Telephone

Changes to the designated departmental representative will be upon written notification thereof to the other Participant.

## 16.0 LIABILITY

The terms of liability must be defined within each arrangement. Set out here provisions relating to liability.

In many cases, each Participant will undertake to be responsible for any damages that it may cause in the carrying out of the MOU.

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.

However, in other cases this may not be appropriate. Consideration should be given to the particular arrangement and advice should be sought from legal services in determining the appropriate clause.

## 17.0 DISPUTE RESOLUTION

It is mandatory for all MOU's to outline a process to be followed to resolve any disputes relating to the terms of the arrangement. A generic sample applicable to the majority of MOUs is provided below for use as part of your arrangement.

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 Participants intend to refer the matter to: (set out the level of seniority of officials) for resolution.

## 18. AMENDMENTS

The Ministerial Directive requires agreements to provide for modification fo the agreement by mutual consent of all signatories.

This arrangement may only be amended by written agreement of the Participants.

## 19. TERM

This arrangement will commence upon execution by the Participants and will remain in effect until xxxxxxxx unless terminated in accordance with the provisions below.

20. MONITORING

The Participants must define the time frame they intend to use to monitor the arrangement.

The Participants will meet on an (annual, semi-annual, on a need basis or whatever period is negotiated) basis to review and assess the operation and effectiveness of this MOU.

Provisions may be defined to include that the Participants agree to meet on a more frequent basis during the implementation phase of the MOU.

NOTE: If the subject of the arrangement is such that an audit is the appropriate evaluation tool, the arrangement must state who will be responsible for conducting the audit and who will be paying for it. Audit and Evaluation Branch must be consulted before the RCMP undertakes to conduct an audit. Refer to AM VIII.3.F.1.F

21. TERMINATION

The MOU must outline the provisions for the cancellation of the arrangement by either Participant. The notice period is a matter of negotiation between the Participants.

21.1 Either Participant may immediately terminate this MOU in the event the other Participant has breached its undertakings of confidentiality, otherwise compromised the security of the information exchanged, or used the information for an unauthorized purpose.

21.2 This MOU may be terminated for any other reason by either Participant on (set out applicable period) written notice.

21.3 Termination does not release a Participant from any obligations which accrued while the arrangement was in force and the obligations of confidentiality will survive the expiry or termination of this MOU.

OPTIONAL CLAUSES:

21.4 Upon termination or expiry of this arrangement xxx will immediately:

[Consider whether you wish to require the other Participant to cease using information, return it, destroy it. Consider also whether the RCMP would be able to meet such an obligation (eg. In light of the administrative burden or requirements of the *National Archives Act*).]

SIGNING AUTHORITIES

The MOU must be signed by the appropriate officials. In some cases, the Minister of Public Safety Canada may also become a signatory. (See the Ministerial Directive an/or Policy on RCMP Agreements)

Signed by the authorized officers of the Participants:

For the RCMP: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

For the XXX: \_\_\_\_\_

Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_