

# Memorandum of Understanding

THIS ARRANGEMENT, made in duplicate as of the 19 day of August 2015

BETWEEN

THE ROYAL CANADIAN MOUNTED POLICE  
(Hereinafter referred to as the "RCMP")

AND

THE CANADIAN TRANSPORTATION ACCIDENT  
INVESTIGATION AND SAFETY BOARD  
(Hereinafter referred to as the "TSB")

## 1. BACKGROUND AND PURPOSE

- 1.1 The TSB and the RCMP wish to coordinate their activities with respect to transportation occurrences to ensure there is a complete and thorough investigation to promote public and transportation safety.
- 1.2 The purpose of this Memorandum of Understanding (MOU) is to provide for the coordination of the activities of the TSB and the RCMP with respect to transportation occurrences, as contemplated by section 17 of the *Canadian Transportation Accident Investigation and Safety Board Act (1989) SC c.3 (CTAISB Act)*.

## 2. AUTHORITY

- *Royal Canadian Mounted Police Act, (1985) R.S.C. Chapter R-10*
- *Royal Canadian Mounted Police Regulations, SOR/88-361*
- *Canadian Transportation Accident Investigation and Safety Board Act, (1989) SC c 3*
- *Transportation Safety Board Regulations, SOR/2014-3714-37*

### **3. APPLICATION**

- 3.1 This MOU applies to all transportation occurrences investigated by the TSB where the RCMP is the police force of local jurisdiction.
- 3.2 Where the RCMP is not the police force of local jurisdiction, the MOU applies to instances where the RCMP is conducting an investigation into a transportation occurrence under its federal policing mandate.
- 3.3 This MOU replaces the previous MOU between the Participants signed in 1994.

### **NOW THEREFORE THE PARTICIPANTS INTEND AS FOLLOWS:**

#### **4. DEFINITIONS:**

- 4.1 In this MOU the following terms, in singular or plural form according to the context, are defined as follows:

*"CTAISB Act"* means *Canadian Transportation Accident Investigation and Safety Board Act*.

*"Member"* refers to a person employed as a police officer with the Royal Canadian Mounted Police.

*"Peace Officer"* as defined in the Criminal Code of Canada.

*"Transportation occurrence"* means an aviation occurrence, a railway occurrence, a marine occurrence or a pipeline occurrence as these terms are defined in the *CTAISB Act*.

#### **5. CONCURRENT INVESTIGATIONS**

- 5.1 The TSB has the authority to launch investigations to determine the causes and contributing factors of a transportation occurrence.
- 5.2 The RCMP has the authority to launch investigations to determine the presence of criminal activity related to a transportation occurrence.
- 5.3 Each Participant will inform the other Participant of any actions or activities that may impact on the other Participant's investigation.
- 5.4 Any disagreements between the Participants in relation to concurrent investigations will be resolved in accordance with section 13 of this MOU.

## 6. OBLIGATIONS OF THE RCMP

- 6.1 The RCMP will establish investigation procedures and practices to follow in relation to transportation occurrences as defined in the *CTA/ISB Act*.
- 6.2 Upon learning of a transportation occurrence to which the *CTA/ISB Act* applies, the RCMP will notify forthwith the TSB of the occurrence and provide pertinent particulars of that occurrence.
- 6.3 The RCMP will take all reasonable measures to ensure that the TSB has access to the accident site to document perishable evidence, access to data recorders, and immediate and exclusive access to on-board voice/video recorders, as well as timely access to witnesses.
- 6.4 When it is the police force of jurisdiction, the RCMP will assist the TSB in the initial response and the recovery of wreckage from transportation occurrences, within the operational capacity of the RCMP; and the RCMP will secure and protect the occurrence site to preserve the mutual interests of both the RCMP and TSB.
- 6.5 Any request by TSB for RCMP peace officer assistance is to be directed to the RCMP CROPS Officer in the respective RCMP Division who will assign someone to act as a local point of contact.
- 6.6 The RCMP Identification Services and the RCMP National Forensic Services and TSB Operational Services Branch and other branches of the TSB will each designate a person as a technical coordinator to ensure mutual needs and concerns of a technical nature are addressed.
- 6.7 A request by TSB for RCMP National Forensic Services is to be directed to the RCMP CROPS Officer in the respective RCMP Division who will assign someone to act as a point of contact.
- 6.8 Where the RCMP conducts an investigation with respect to an occurrence that is being investigated by the TSB, it will inform the TSB forthwith of its decision to investigate and the scope of such investigation.
- 6.9 The RCMP will not disseminate any information supplied by the TSB without prior consent of the TSB, except in response to a subpoena or other court order requiring production and discovery.
- 6.10 Where the RCMP is subject to a subpoena or other court order with regard to information supplied by the TSB, the RCMP will immediately notify the TSB of the subpoena or court order and the information to which it refers.

- 6.11 The RCMP, when requested, will supply statements, recordings, photographs, charts, and maps and any other information relative to an occurrence in an electronic format. The RCMP may refuse to disclose information that may, if released, compromise classified police techniques, wiretaps, police operations or investigations.
- 6.12 In the event the RCMP receives a request under the *Privacy Act* or the *Access to Information Act* for information supplied by the TSB, it will promptly notify the TSB of the request. For the purposes of the *Access to Information Act*, the TSB is the government institution with the "greater interest" in any information so supplied to the RCMP.
- 6.13 The RCMP will ensure that information, if stored or exchanged electronically, uses a technology approved for that level of sensitivity.

## 7. OBLIGATIONS OF TSB:

- 7.1 The TSB will establish investigation procedures and practices to follow in relation to transportation occurrences as defined in the *CTA/ISB Act*.
- 7.2 Upon learning of a transportation occurrence to which the *CTA/ISB Act* applies, the TSB will notify forthwith the RCMP of any occurrence in which the RCMP may have a direct interest, including occurrences in which there are indications of possible criminal activity, and provide pertinent particulars of that occurrence. Should the TSB call the RCMP National Operations Center (NOC), the TSB will
- 7.2.1. Provide the name and contact info of the TSB caller; and,
- 7.2.2. Provide information relevant to incident - location, type of incident and if they feel there is a National Security nexus.
- 7.3 The TSB will take all reasonable measures to ensure its investigation procedures and practices are compatible with investigation procedures and practices followed by the RCMP, coroners and medical examiners with respect to taking measures to preserve and protect any evidence so as to ensure its continuity and forensic integrity.
- 7.4 The TSB will, when requested by the RCMP, provide the RCMP with factual information, except on-board voice/video recordings, statements, or any other information that is privileged under the *CTA/ISB Act* or the disclosure of which could be detrimental to the object of the TSB.
- 7.5 Where the RCMP requires technical assistance, the TSB will assist the RCMP in the assessment of evidence, subject to the *CTA/ISB Act* and TSB policies.

- 7.6 The TSB will not disseminate any information supplied by the RCMP without prior consent of the RCMP, except in response to a subpoena or other court order requiring production and discovery.
- 7.7 Where the TSB is subject to a subpoena or other court order with regard to information supplied by the RCMP, the TSB will immediately notify the RCMP of the subpoena or court order and the information to which it refers.
- 7.8 In the event the TSB receives a request under the *Privacy Act* or the *Access to Information Act* for information supplied by the RCMP, it will promptly notify the RCMP of the request. For the purposes of the *Access to Information Act*, the RCMP is the government institution with the "greater interest" in any information so supplied to the TSB.
- 7.9 The TSB will ensure that the information, if exchanged or stored electronically, uses a technology approved for that level of sensitivity.

## **8. FINANCIAL ARRANGEMENTS**

- 8.1 The TSB will assume the incremental cost of transportation, accommodation and other expenses specifically associated with those services performed by the RCMP for the TSB and not incurred in conjunction with routine RCMP responsibilities in accordance with the Treasury Board Policy on Interdepartmental Charging.
- 8.2 The RCMP will assume the incremental cost of transportation, accommodation and other expenses specifically associated with those services performed by the TSB for the RCMP and not incurred in conjunction with routine TSB responsibilities in accordance with the Treasury Board Policy on Interdepartmental Charging.
- 8.3 Both Participants will provide detailed supporting documentation for all costs submitted for reimbursement by the other Participant within 30 days of incurring the expense and, upon request, will collaborate with internal and external auditors of the other Participant.
- 8.4 Unless agreed otherwise, an estimate of costs will be discussed between both Participants before any work is initiated by any of the Participants on behalf of the other Participant.

## **9. MEDIA RELATIONS**

- 9.1 Both Participants acknowledge that the TSB is to be the official spokesperson regarding any accident investigation that the TSB undertakes.
- 9.2 Each Participant may respond to requests for information from the media concerning its mandate and activities.
- 9.3 When both Participants have an ongoing interest in the matter, each Participant will endeavor to provide notice and details to the other Participant in advance of the release of formal communiqués or press releases, which may be of interest to, or impact on, the mandate or activities of the other Participant.

## **10. TERM**

- 10.1 This MOU will come into effect upon the date of the last signature by the Participants and will remain in effect until September 1, 2020. This MOU may be extended upon the written consent of the Participants prior to termination of the current period.

## **11. EQUIPMENT**

- 11.1 In areas where the RCMP is the police force of local jurisdiction, the RCMP and TSB will mutually assist in the provision of equipment, transportation, personnel, and facilities, subject to availability.
- 11.2 All RCMP assets provided in conjunction with this MOU are the property of the RCMP and will continue to remain so throughout the term of the MOU. Such assets will remain under the control of the RCMP. All RCMP assets are to be operated and handled in full compliance with all Government of Canada and RCMP policies, directives, procedures and guidelines.

**12. DEPARTMENTAL REPRESENTATIVES:**

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

For the RCMP: Assistant Commissioner Strategic Policy and External Relations 73 Leikin Drive Ottawa ON K1A 0R2 (613) 843-6279	For the TSB: Chief Operating Officer 200 Promenade du Portage 4th Floor Gatineau QC K1A 1K8 (819) 994-8004
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**13. DISPUTE RESOLUTION**

13.1 In the event of a dispute arising from the interpretation or operation of this MOU, which cannot be resolved at the working level, it will be referred to the appropriate modal Director of Investigations at the TSB and the Divisional CROPS Officer at RCMP who will use their best efforts to resolve the matter amicably. If such negotiation fails, the matter will be referred to the Chief Operating Officer at the TSB and the Deputy Commissioner of Federal Policing of the RCMP. If such negotiation fails, the Participants may refer the matter to the Chair of the TSB and the Commissioner of the RCMP for final resolution.

**14. MONITORING**

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

**15. TERMINATION**

15.1 This MOU may be terminated by either Participant upon ninety (90) days written notice. Termination does not release a Participant from any obligations which accrued while the MOU was in effect.

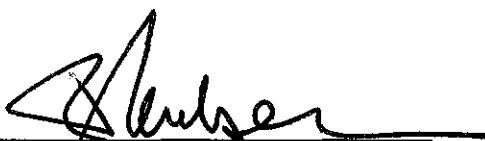
**16. AMENDMENT TO THE MOU**

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

**17. APPROVAL**

Signed by the authorized officers of the Participants:

For the RCMP:

  
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Bob Paulson, Commissioner  
Royal Canadian Mounted Police

Date: SEP 03 2015

For the TSB:

  
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Kathleen Fox, Chair  
Transportation Safety Board of Canada

Date: Aug. 19, 2015