



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

# PARTNERS IN PROTECTION

## MEMORANDUM OF UNDERSTANDING TO ENHANCE BORDER SECURITY AND TO SUPPRESS CONTRABAND SMUGGLING

BETWEEN

**THE CANADA BORDER SERVICES AGENCY (CBSA)**

AND

as represented by  
for and on behalf of  
(hereinafter referred to as " ")

## **PURPOSE OF MEMORANDUM OF UNDERSTANDING**

The purpose of this Memorandum of Understanding (MOU) is to establish a partnership between the two parties to strengthen efforts to enhance border security, combat organized crime and terrorism, increase awareness of customs compliance issues, and to help detect and prevent contraband smuggling in accordance with the Partners in Protection program. The partnership will focus on developing a more secure border environment through enhanced physical security throughout production, transportation, importation and exportation processes.

Both parties recognize the benefits to be gained by enhancing border security, increasing compliance and combating crime, terrorism and contraband smuggling. By working in partnership, both parties contribute to the protection of Canadian society and the facilitation of legitimate trade.

## **GENERAL COMMITMENTS**

The Canada Border Services Agency (CBSA) acknowledges that the prime responsibility of \_\_\_\_\_ is to engage in its business activities.

The conditions outlined in this memorandum are voluntary and do not replace any legal or contractual obligations. \_\_\_\_\_ will not be asked to act as a law enforcement body. The information received under the Partners in Protection program will be treated as confidential and information received of a financial, commercial or technical nature will not be disclosed, subject to the provisions of the *Customs Act*. \_\_\_\_\_ fulfilling the conditions of this memorandum should not intrude unduly on the operations of either party.

The CBSA will consider \_\_\_\_\_'s participation in the Partners in Protection program in making risk determinations for the purposes of cargo examinations.

\_\_\_\_\_ will promote the partnership to their employees and encourage them to cooperate fully with the CBSA to carry out the purposes of this MOU.

This MOU is effective from the date signed by both parties until one of the parties or their designates identified in this MOU gives written notice of its termination. The CBSA will confirm in writing \_\_\_\_\_'s enrolment in the program. Both parties agree to consult prior to terminating the MOU. This MOU may be modified upon written agreement of the parties. \_\_\_\_\_ will advise the CBSA in writing of company changes, which include; security profile, business, contact and subsidiary company information.

## **ENHANCED SECURITY**

will take efforts to ensure that its security programs meet the suggested guidelines as set out in the Security Recommendations.

will advise the CBSA of existing security measures by completing and returning a security questionnaire within 60 days of signing this agreement. The CBSA will review the information submitted and provide feedback where necessary. The CBSA may participate with in joint security reviews, including site visits, and may include representatives from United States Customs and Border Protection in the review. will take action that both parties agree is reasonably necessary to correct any issues identified during the security review.

will establish security systems for foreign and domestic cargo storage and handling facilities, container yards and conveyances to prevent improper access to cargo, container or conveyances and to prevent the transportation of contraband.

will review security measures on a periodic basis, to prevent as far as possible, unauthorized access to facilities, equipment, document processes and cargo shipments.

For contraband and security purposes, prior to lading, carriers should review container construction for anomalies, inconsistencies or indicators of risk. This includes seal tampering, parasitic attachments, stowaways, fresh or new paint, patching, welding, and performing container number check digit formula. Any suspicions should be forwarded to the appropriate CBSA authority.

will take all reasonable and legal precautions to screen new employees to ensure their integrity.

will communicate participation in the Partners in Protection program to suppliers and service providers. Where practical, will condition its business dealings to those entities who agree to take steps to ensure their security programs meet the guidelines set out in the Security Recommendations.

## **INFORMATION EXCHANGE**

Both parties will encourage and promote an open and ongoing dialogue. Both will appoint liaison representatives who will meet periodically to exchange information and to discuss topics of mutual interest, including the progress of the Partners in Protection program. This dialogue will allow the CBSA and \_\_\_\_\_ to better understand each other's roles and responsibilities and will provide the framework for a more productive relationship.

\_\_\_\_\_ will set up procedures to encourage staff to alert the CBSA to suspicious circumstances involving potential customs offences. \_\_\_\_\_ will identify specific compartments onboard conveyances that may be used to conceal contraband and will advise the CBSA. The CBSA will provide \_\_\_\_\_ with contacts for advice or instructions when a customs offence is suspected.

Upon request, in the event of a suspected customs infraction, to the extent allowed for by law, \_\_\_\_\_ will provide the CBSA with access to supplementary cargo, employee or passenger information.

Where drugs/contraband are found by an employee of \_\_\_\_\_, the employer will secure the area without handling the drugs/contraband, and will immediately report the discovery to the CBSA or to the appropriate law enforcement agency.

The CBSA and \_\_\_\_\_ will coordinate the release of information to the public regarding \_\_\_\_\_'s participation in the Partners in Protection program, when such announcements are agreeable to both parties.

## **AWARENESS SESSIONS**

Both parties commit to raising awareness of security as it relates to the international movement of people and goods.

The CBSA will provide \_\_\_\_\_ with awareness sessions on indicators of suspicious cross border activities or security violations. The CBSA will also provide \_\_\_\_\_ with general information on security and smuggling issues. This will facilitate the exchange of information between both parties.

\_\_\_\_\_ will post signs regarding its participation in the Partners in Protection program at its facilities to signify its commitment to enhanced border security.

Carrier MOU

The designated officials for the administration of this Partners in Protection MOU, including any subsequent amendments, are as follows:

**DESIGNATED OFFICIAL FOR THE  
CANADA BORDER SERVICES AGENCY**

Director General  
Policy and Program Development  
Enforcement Branch  
Canada Border Services Agency  
191 Laurier Avenue, West  
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**DESIGNATED OFFICIAL  
FOR**

Name  
Title  
Address  
City, Province Postal Code/Zip Code

Telephone:  
Fax:

Carrier MOU

**IN WITNESS WHEREOF**, this Memorandum of Understanding for the Partners in Protection program was signed, in duplicate, each version being equally authentic.

**FOR**

**FOR THE CANADA BORDER  
SERVICES AGENCY**

At \_\_\_\_\_

At \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Alain Jolicoeur  
President  
Canada Border Services Agency