



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 " ")

General MOU

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

will communicate participation in the Partners in Protection program to suppliers and service providers. Where practical, Partner Name 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. The CBSA will provide with contacts for advice or instructions when a customs offence is suspected.

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.

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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.

General 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
Ottawa, Ontario K1A 0L8

Telephone: (613) 946-9174
Fax: (613) 954-2381

**DESIGNATED OFFICIAL
FOR**

Name
Title
Address
City, Province Postal Code/Zip Code

Telephone:
Fax:

General 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