



# PARTNERS IN PROTECTION

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

### BETWEEN

#### THE CANADA BORDER SERVICES AGENCY

as represented by the Director, Program Development Division, Enforcement Branch, and hereinafter referred to as the “CBSA”

### AND

#### [MEMBER’S NAME]

as represented by [name and title], and hereinafter referred to as the “member.”

### DEFINITIONS

Minimum security criteria: the security criteria as defined in the Security Profile.

Security Profile: the application information required to be a Partners in Protection (PIP) member.

Site Validation Report: the report completed by the CBSA verifying that the minimum security criteria have been met.



## **1.0 INTRODUCTION**

- 1.1 Partners in Protection (PIP) is a voluntary program established by the CBSA to encourage industry, in all authorized business categories (modes), to assist the CBSA in its efforts to enhance border security, combat organized crime and terrorism, detect and prevent contraband smuggling, and increase awareness of issues to secure the flow of legitimate goods and travellers across the border.
- 1.2 The CBSA recognizes the complexity of international supply chains. It endorses the application and implementation of security measures and systems, using a risk-based approach to secure the supply chains, while facilitating the flow of legitimate goods and travellers across the border.
- 1.3 PIP allows for flexibility and customization of security measures, within certain established minimum security criteria, based on the member's business size, number of employees, location and business activities carried out at particular locations.
- 1.4 Although the PIP program is separate from other CBSA low-risk trader programs, in particular, Customs Self-Assessment (CSA) and Free and Secure Trade (FAST) to expedite international shipments, the three programs are related and share membership information. In order to become a FAST member in Canada and maintain FAST privileges, members must also maintain approved status in PIP.

## **2.0 PURPOSE AND NATURE**

- 2.1 The purpose of this memorandum of understanding (MOU) is to set out the roles and responsibilities of the CBSA and the member to enhance the physical security and integrity of the production, transportation, importation and/or exportation processes of the member and to authorize the member's participation in the PIP program.
- 2.2 The roles and responsibilities of the member set out in this MOU are voluntary and do not, in any manner whatsoever, affect any of the legal obligations of the member under any act of Parliament.
- 2.3 This MOU represents administrative understandings between the CBSA and the member that are not intended to be legally binding or enforceable before the courts.
- 2.4 Nothing in this MOU is intended to create a relationship of agency, partnership, employer-employee or joint enterprise between the CBSA and the member.
- 2.5 The member and the CBSA agree with the roles and responsibilities set out in this MOU.



### 3.0 ROLES AND RESPONSIBILITIES

#### **The CBSA will undertake the following:**

- 3.1 Consider PIP members for front-of-the-line inspections when and where feasible, and for priority crossing in the event of an emergency situation at the border.
- 3.2 Accord the member preferred consideration when making risk-based determinations for the purposes of cargo examinations and work with members to identify, develop and implement new benefits on an ongoing basis.
- 3.3 Review the information submitted by the member in accordance with this MOU and provide feedback.
- 3.4 Ensure that any information received from the member in accordance with the PIP program will be treated as confidential and will not, subject to the disclosure provisions of the *Customs Act* (Canada), be disclosed to any person.
- 3.5 Provide the member with awareness (information) sessions on indicators of suspicious cross-border activities and/or security violations. The CBSA will also provide the member with general information on security and smuggling issues. This will facilitate the exchange of information between both parties.
- 3.6 Provide the member with up-to-date CBSA contact information to report any suspicious matter or to seek the CBSA's counsel with regard to a possible contravention of any act of Parliament.
- 3.7 Identify a contact person for any issue associated with this MOU.
- 3.8 Maintain an up-to-date list of authorized PIP members on the CBSA Web site for those members that grant permission.

#### **The member will undertake the following:**

- 3.9 Ensure that its security measures and systems continue to meet or exceed the minimum security criteria for its business mode established by the CBSA and set out in the PIP Security Profile.
- 3.10 Within the time frames set out in the PIP Security Profile, review its security measures and systems and provide the updated Security Profile to the CBSA.
- 3.11 Within the time frames established by the CBSA in any Site Validation Report or written feedback, take all reasonable measures to correct any problematic security issue identified by the CBSA.
- 3.12 Inform the CBSA of any inability to correct an identified problematic security issue and/or any non-conformity with the minimum security criteria within the time frame established by the CBSA.



- 3.13 Promote its relationship with the CBSA under the PIP program to its employees and encourage them to cooperate fully with the CBSA to carry out the purposes of this MOU.
- 3.14 Identify its contact person(s) for any issue flowing from this MOU.
- 3.15 Condition business dealings with entities that agree to take steps to ensure that their security measures and systems meet or exceed the minimum security criteria established by the CBSA and set out in the PIP Security Profile whenever possible.
- 3.16 Within the time frames set out in the PIP Security Profile, advise the CBSA in writing of any substantive company changes, including any material changes affecting its Security Profile and company contact information.
- 3.17 Establish procedures to encourage employees to advise the CBSA of any suspicious circumstances involving potential illegal or suspected illegal customs or immigration activities.
- 3.18 If drugs or other contraband are found by an employee, without handling same, and without delay, report the situation to either the CBSA or other law enforcement agency.
- 3.19 In cases where the member contacts the CBSA to report suspicious circumstances, and upon the request of the CBSA, to the extent allowed by law, provide the CBSA with access to supplementary cargo or any other relevant information which is available to the member at the time of such request.
- 3.20 Upon request, provide the CBSA with access to any security monitoring systems within the member's control that are utilized for premises security.
- 3.21 Where practicable, and upon the request of the CBSA, make the CBSA familiar with relevant internal information and security systems and processes, and assist the CBSA in appropriate training in search methods for those premises, conveyances and business operations the company controls.

#### **4.0 OTHER OPERATIONAL RESPONSIBILITIES**

- 4.1 For all purposes under this MOU, the CBSA and the member will work in consultation and will respect the role and statutory mandate of the CBSA and the efficient operational requirements of the member to engage in its chosen business activities.
- 4.2 The CBSA will not ask the member to act as a law enforcement body.
- 4.3 The CBSA may, at any time, undertake a periodic security assessment of the member.
- 4.4 The failure of the member to comply with any role or responsibility set out in this MOU may, depending on the circumstances, result in the suspension or termination of this MOU by the CBSA.



- 4.5 Any non-compliance with, or contravention of, any act of Parliament by the member or its employees may, depending on the circumstances, result in the suspension or termination of this MOU by the CBSA.

## **5.0 DISPUTE RESOLUTION**

- 5.1 Any dispute flowing from this MOU will be resolved by consultation among the contact persons identified by the CBSA and the member. The final level of dispute resolution is between the persons occupying the positions of signatory to this MOU.

## **6.0 EFFECTIVE DATE AND TERMINATION**

- 6.1 This MOU will come into effect on the date that it is last signed and will remain in effect until it is suspended or terminated by the CBSA or the member upon written notice, or at any time, upon mutual consent, of the persons occupying the positions of signatory to this MOU.
- 6.2 If this MOU is suspended or terminated, the member is no longer an authorized member in the PIP program and will lose membership benefits. Also, the member's name will be removed from the list of authorized PIP members maintained by the CBSA on its Web site, if applicable.
- 6.3 If this MOU is suspended or terminated by the CBSA for any reason set out in paragraph 4.4 or 4.5, the member may seek its reinstatement upon written request to the person occupying the position of CBSA signatory to this MOU.



**IN WITNESS WHEREOF**, this MOU is signed, in duplicate, each version being equally authentic.

FOR THE MEMBER

FOR THE CBSA

At \_\_\_\_\_

At \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

By:

By:

\_\_\_\_\_

\_\_\_\_\_

[Name]

Claude St-Denis

[Title]

Director, Program Development Division  
Enforcement Branch

