



**MEMORANDUM OF UNDERSTANDING BETWEEN
THE FOREIGN AND COMMONWEALTH OFFICE OF THE UNITED KINGDOM OF GREAT
BRITAIN AND NORTHERN IRELAND AND THE DEPARTMENT OF FOREIGN AFFAIRS AND
INTERNATIONAL TRADE OF CANADA FOR ENHANCING MUTUAL SUPPORT
AT MISSIONS ABROAD**

THE FOREIGN AND COMMONWEALTH OFFICE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (“FCO”) AND THE DEPARTMENT OF FOREIGN AFFAIRS AND INTERNATIONAL TRADE OF CANADA (“DFAIT”), hereinafter referred to as the “Participants”,

CONSIDERING the United Kingdom (UK)-Canada Joint Declaration for renewed bilateral engagement and international cooperation endorsed by Prime Minister Cameron and Prime Minister Harper in Ottawa on 22 September 2011;

CONSIDERING that the Participants have the mandate to deliver their respective countries’ foreign policy objectives and to manage the provision of goods, services, and real property, the cooperation on consular, emergency management and security in support of their international operations;

RECOGNISING that they share common interests;

SEEKING to enhance cooperation and coordination for the provision of goods, services and real property in support of their international relations beyond the territories of their respective countries,

HAVE REACHED the following understanding:

1. SCOPE

- (a) The Participants will seek and as appropriate implement, opportunities to enhance their cooperation and the coordination between their activities in the following areas:
- (i) co-location at Embassy and Consulate sites,
 - (ii) the joint acquisition, supply and use of services,
 - (iii) the provision of goods and services to each other,
 - (iv) crisis response,
 - (v) consular cooperation,
 - (vi) security,
 - (vii) health services,
 - (viii) diplomatic mail,

- (ix) information management and information technology and
 - (x) other such activities and services they may determine from time to time.
- (b) The Participants understand that this MOU includes Annexes and Schedules.

2. GOVERNANCE

The Participants intend to establish a Collaboration Board which will:

- (i) have an equal number of representatives from each of them, the number and identity of whom they will decide and record in writing from time to time. The initial membership will be as follows:

FCO
Chief Operating Officer
Consular Director
Estates and Security Director
FCO Services - Chief Executive
FCO Services - Client Delivery Director
UK High Commission Ottawa
DFAIT
Assistant Deputy Minister International Platform
Assistant Deputy Minister Consular Services, Emergency Management, North America Branch and Chief Security Officer
Director General Consular Policy and Training
Director General Client Relations and Mission Operations
Director General Physical Resources
Canadian High Commission London

- (ii) meet twice a calendar year, or as required,
- (iii) be chaired on an alternating meeting basis by the senior representative of either of them (who will prepare the agenda and minutes),
- (iv) address:
 - (1) any current issues,
 - (2) review examples of existing collaboration and coordination,
 - (3) resolve impediments to greater collaboration and coordination,
 - (4) review Schedules, including any proposed amendments to Schedules,
 - (5) prioritize and review opportunities for collaboration and coordination,

- (6) any other matters they may determine including the resolution of any unresolved dispute or matter between them.

3. IMPLEMENTATION

The Participants understand that:

- (i) the identification, selection, planning, and execution of collaboration initiatives will be carried out by their appropriate Operational Units,
- (ii) these Operational Units will formalise the arrangements between them in Schedules that will be appended to this MOU and come into effect upon their signature by the Participants.

4. EXISTING ARRANGEMENTS

This MOU will not replace any existing arrangements in place between the Participants, however any renewal of such arrangements will take into consideration this MOU.

5. PRINCIPLES

Carrying out the activities contemplated under this MOU, the Participants intend to abide by the Collaboration Principles that are found in Annex 2.

6. COST RECOVERY

- (a) The Participants will invoice each other in advance on a Full Cost Recovery basis.
- (b) The Participant requesting the Services will make best efforts to pay the invoice within 30 days of its receipt, in the currency of the Participant supplying the Services.
- (c) The Participants will confirm levels of funding prior to the delivery of any Services.
- (d) On request, the Participant supplying the Service will provide financial information on the cost of the Services to the Participant requesting the Services.
- (e) When a project is cancelled or completed, the Participant supplying the Services will return any credit to the Participant requesting the Services through the appropriate financial mechanism. The Participants will mutually determine the amount of any outstanding payments or credits at the time of the cancellation or completion of the project.

7. INFORMATION EXCHANGE

- (a) The Participants intend to exchange with each other all information necessary to allow for effective implementation of this MOU. If there is the requirement to exchange classified or third party information (including personal information) all such information will be used, transmitted, stored, handled and safeguarded and disclosed only in accordance with the domestic laws and policies applicable to each Participant. Any third-party information that is deemed by such third-parties to be “confidential information” will be clearly marked as such. The Participants will ensure that their employees and relevant third parties are aware of the classified or confidential nature of the information and comply with the provisions of this Paragraph. Neither Participant will use any information provided under or pursuant to this MOU for its own or another’s commercial advantage. The Participants will take particular care not to disclose “personal information” (as defined by S. 3 of Canada’s *Privacy Act*) except in accordance with their respective domestic laws and policies. If there is a difference in treatment under such respective domestic laws and policies the Participants will consult prior to any disclosure.
- (b) If a Participant loses any material or item containing “classified” or “confidential information” of a third-party, it will promptly notify the other Participant of the loss and all the circumstances surrounding it.
- (c) Without prejudice to Paragraph 7 (a), will not be considered “confidential information” for the purposes of this Paragraph, information which:
 - (i) was already known to the Participant before it received it from the disclosing Participant in a context where there was no confidentiality associated at the time of its reception,
 - (ii) was subsequently disclosed to it lawfully by a third party who did not obtain it from the disclosing Participant,
 - (iii) was in the public domain at the time of receiving it or has subsequently entered into the public domain other than by reason of breach of this Paragraph or of any commitment of confidence by the Participant or by any of its sub-contractors or sub-licensees to the disclosing Participant,
 - (iv) was required to be disclosed by law, order of a court of competent jurisdiction or a governmental or regulatory body.

8. AUDIT, EVALUATION AND RECORDS

- (a) The Participants may audit expenses incurred in the carrying out of activities under this MOU. Each Participant will provide the other Participant with any records and information necessary to ensure that their respective domestic requirements concerning audits and accountability for public funds may be fulfilled.

- (b) The Participants intend to keep appropriate records in relation to any expense incurred under or pursuant to this MOU.
- (c) The Participants may conduct evaluations of Projects and Programs under this MOU and intend to share the results of any such evaluations.
- (d) The Participants will ensure that audits and evaluations conducted under this Paragraph are paid for by the Participant initiating the audit or evaluation and are the least intrusive to the other Participant's operations.
- (e) The Participants may conduct audit and evaluation activities jointly and in such instances will share the costs equally.

9. ANNOUNCEMENTS

The Participants intend to consult prior to any official announcements or publications made in relation to this MOU or activities performed thereunder.

10. DIFFERENCES IN INTERPRETATION AND APPLICATION

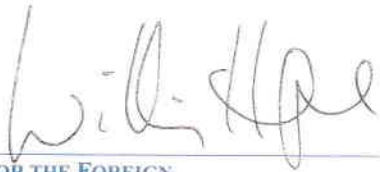
- (a) The Participants intend to resolve any difference in the interpretation and the implementation of this MOU through amicable consultations and will not refer them to a third party.
- (b) The Participants understand that should any difference arise from the interpretation or the implementation of a Schedule, the Operational Units concerned by this Schedule will resolve them through consultations. In the event that the Operational Units do not reach a resolution, the issue will be submitted to the FCO Chief Operating Officer and DFAIT Assistant Deputy Minister International Platform for final resolution.
- (c) Should any aspect of this MOU or activities conducted thereunder be challenged by a third party, the Participants intend to share equally the costs incurred by the dispute resolution process. In any such situation the Participants intend to collaborate in any defence and production of documents. The lead on any proceedings initiated will be DFAIT if proceedings are initiated in Canada and FCO if they are initiated in the UK or the EU.

11. FINAL DISPOSITIONS

- (a) This MOU will take effect on the date of its signature by both Participants.
- (b) The Participants may modify this MOU and the Schedules upon their mutual written consent.
- (c) The Participants may terminate this MOU by giving a six months written notice to the other Participant through diplomatic channels.

- (d) The Participants understand that:
- (i) Arrangements or Projects that pertain to the provision of a discrete or inseparable package of Services that entail a delivery period of longer than six months and that are already in progress at the time of such written notice, will at the request of the Participant requesting the Services be fulfilled by the Participant supplying the Services,
 - (ii) Paragraph 10 will continue to apply after termination of this MOU.

SIGNED in duplicate at *Ottawa* on this *24th* day of *September* 2012, in the English and French languages, each version being equally valid.



FOR THE FOREIGN
AND COMMONWEALTH OFFICE
OF THE UNITED KINGDOM OF GREAT
BRITAIN AND NORTHERN IRELAND



FOR THE DEPARTMENT
OF FOREIGN AFFAIRS AND
INTERNATIONAL TRADE
OF CANADA

ANNEXES AND SCHEDULES

ANNEXES

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ANNEXE 2: COLLABORATION PRINCIPLES

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SCHEDULES OF ARRANGEMENTS

Schedule 1: Arrangements on Consular Cooperation and Emergency Management

Schedule 2: Arrangements on Missions Operations

Schedule 3: Arrangements on Physical Resources

Schedule 4: Arrangements on Diplomatic Mail (and Appendices 1, 2 and 3)

Schedule 5: Arrangements on Security

Schedule 6: Arrangements on Information and Communications Technology

ANNEXE 1

GLOSSARY OF TERMS

Terms (text reference)	Definitions
Acquisition	The process of contracting for or otherwise acquiring services and possession, use of, and title to a good or property.
Client	The intended recipient of a Service. Clients may be internal (e.g. employees, federal departments) or external to governments (e.g. organizations, provincial governments, co-locator, the public).
Collaboration Principles	The principles by which the Participants commit to manage this MOU and any other arrangements that result from it. The Collaboration Principles may also include Commercial Principles.
Co-locator	Co-locators comprise all non-departmental entities, and include Crown corporation, provincial or territorial governments, foreign governments, and non-governmental organizations.
Commercial Principles	The fundamental norms, rules, or values that form the basis of commercial conduct.
Common Service	A service, including the provision of goods or the undertaking of works, for which government departments share a common or similar need.
Common Service Organization	A department, work unit or organization acting as a central supplier of Common Services in support of the requirements of government departments.
Confidential Information	For the purposes of this MOU but without restricting the application of the Participant's domestic laws or policies, means any information from a third-party that was received in confidence and contains trade secrets of that or another third party or financial, commercial, scientific or technical information that is treated consistently as confidential information by that or other third party and includes without limitation, all correspondence, conversations, information or data (whether oral, visual, recorded in writing, in any other medium or by any other method) disclosed to or obtained by one Participant from the other or from a third party, including any information relating to third party's intellectual property rights, operations, internal policies, processes, plans, intentions, price lists, pricing structures, know-how, design rights, trade secrets, software, market opportunities, customers, business affairs, personal data.
Contract	An instrument between two or more parties, including at least one of the Participants, which is recognized by the law and enforceable in the courts; promise or set of promises for the breach of which the law gives a remedy.
Mission	Diplomatic and consular missions established in accordance with the provisions of the Vienna Convention on Diplomatic Relations 1961 and the Vienna Convention on Consular Relations 1963.

Terms (text reference)	Definitions
Force Majeure	An exceptional event or circumstance: which is beyond a Participant's control, which such Participant could not reasonably have provided against before entering into the Contract, which, having arisen, such Participant could not reasonably have avoided or overcome, and which is not substantially attributable to the other Participant.
Full Cost Recovery	Recovery of all direct and indirect costs, including but not limited to: the appropriate proportion of corporate overhead; the cost of any retained risk in relation to a Project or Programme; the financing costs of inventories; and annualised capital costs, including financing.
Health and Safety Standards	A set of standards concerned with protecting the safety, health and welfare of people engaged in work or employment.
Information Management	A discipline that directs and supports effective and efficient management of information in an organization, from planning and systems development to disposal or long-term preservation.
Information Technology	Includes any equipment or system that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. It includes all matters concerned with the design, development, installation and implementation of information systems and applications to meet business requirements.
Joint acquisition	Consolidated or shared acquisition activity to leverage economies of scale.
MOU	The framework document between FCO and DFAIT which sets out the Participants' collaborative aims to enhance mutual support at missions overseas.
Operational Units	Departmental work units involved in the provision of Services or other activities pursuant to the MOU.
Participants	FCO and DFAIT.
Project	A discrete Service carried out under the terms of this MOU.
Project Initiation Schedule	The description of a Project set out in the stipulated Tasking Authorisation Form.
Programme	Means the entirety of the Services provided between the Participants to a Schedule.
Schedule	A document supporting the MOU other than an Annexe.
Service	Any Project(s), good(s) or service(s), including any Common Service.
Service Delivery Standards	A commitment to the level of performance that clients can expect from common-service suppliers. Full Cost-Recovery is based on the level of service required by Programmes. The governance structure for common services approves the cost/standard balance.
Service Supplier	The Participant or a third party supplier which provides Services to a Participant.
Task Authorization	A formal arrangement under which the Initiating Participant requests Services under any of the Schedules, a sample for which is exhibited as Annex3 to this MOU.
Technical Standards	Established norms or requirement for technical systems.

ANNEXE 2

COLLABORATION PRINCIPLES

1. For the purposes of providing support to mission operations abroad, the Participants will treat each other's Operational Units as Common Service Organisations (CSOs).
2. The Participants understand that providing Services to each other will not interfere with the provision of services to other internal or external clients and will be prioritised by Operational Units, acting reasonably, in light of any need to accommodate commitments to such clients.
3. The Participants intend to deliver cost-effective and quality services.
4. The Participants intend to explore continuously methods to improve delivery of Services.
5. The Participants understand that the pursuit of initiatives under this MOU will depend upon the availability of their respective funds, including Parliamentary appropriations and other resources and that there is no requirement on either Participant to request, supply or accept Services from the other Participant.
6. The Participants will not portray themselves as joint venturers and will not have the authority to represent or bind the other Participant to a third party unless there is an express authorization to do so. Such express authorization will be in writing and contained in the relevant Schedule or other authorization document.
7. The Participants understand that the improvements in efficiency and effectiveness they are seeking will only be gained if transaction costs are minimised. To that end, the Participants will only enter into Contracts when they consider it necessary. Task authorisation as presented in Annex 3 can be used as the basis for initiating a Contract.
8. The Participants understand that a fundamental objective of this MOU is that any activities they perform in furtherance of cooperation and collaboration between them will be delivered to their mutual satisfaction and in accordance with the tasking authorizations.
9. In order to expedite transactions the Participants understand that the default commercial position on the following items will be as stated unless they assert expressly to the contrary in writing prior to concluding the terms of a specific arrangement:
 - (a) The prevailing law and jurisdiction relating to the provision of a Service will be that of the supplier of goods or services.
 - (b) The languages of any contract will be English or French.
 - (c) The Participants will not provide warranties in relation to the goods or services supplied, such warranties may be provided by third party Service Suppliers, where appropriate.
 - (d) Required Insurances and Limits will be limited to that normally held by the Service Supplier.

- (e) Intellectual Property Rights ownership will be retained by the Service supplier and they will ensure that a perpetual License for any required use is provided by the Service supplier.
- (f) This MOU does not alter the existing employment relationships for employees of either of the Participants.
- (g) Each Participant will respect the policies of the Service Supplier in relation to recoverable costs incurred for travel to the extent that this is consistent with the Initiating Participant's policies and practice for travel and subsistence. The Participants will identify all travel and expense costs in relation to any Project or Service upfront.
- (h) Where applicable, taxes and custom duties will be charged by the Service Supplier to the Service consumer at the prevailing rate in accordance with the relevant laws or regulations.
- (i) In relation to a product, the applicable technical and Security standards will be those set by the product supplier, unless otherwise specified in the relevant Schedule. In relation to a property, the standards will be those required by the Participant who is being the principal occupier. In relation to a service the applicable standards will be those that are required under relevant domestic legislation of the Participant supplying the services or industry good practice, whichever is applicable.
- (j) In relation to a product, the Health and Safety Standards will be those set by the product supplier. In relation to a property the standards are to be those required by the Participant who is the principal occupier, having regard to that Participant's obligations under the laws to which it is subject.
- (k) Where the area of cooperation is such that a Contract is required for the implementation of a Service, the Participants will ensure that the terms and conditions of the Service Supplier apply.
- (l) Delays brought about by the actions or in-action of a third state e.g. in the issuing of permissions, visas, etc. maybe regarded as a Force Majeure event. In cases of Force Majeure, each Participant will endeavour to carry out such activities as soon as possible upon the cessation of the Force Majeure event.
- (m) Each Participant will notify the other Participant as soon as practicably possible if a conflict of interest may, or does, necessitate the termination, reduction or delay in co-operation.
- (n) Visa requests for staff working on a Project will be supported by the Initiating Participant.

ANNEXE 3

TASK AUTHORISATION

The Participants understand that:

- (i) The Work to be performed under the Memorandum of Understanding (MOU) may be requested using a Task Authorization Form (TAF). The work or Service described in the TAF will be in accordance with the scope of the MOU.
- (ii) The Initiating Party will provide the Supplier of Services with a statement of work for the task using the "Task Authorization" Form sample below (paragraphs 1 to 8).
- (iii) The Service Supplier will provide the Initiating Participant, within 15 calendar days of its receipt of a TAF, the proposed total estimated cost for performing the Service and a breakdown of that cost with supporting documentation if requested.
- (iv) The decision to authorize the requirements set out in a Task Authorization Form will be at the sole and absolute discretion of the Initiating Participant. The Service Supplier will not commence any Service until it has received a TAF authorized by the Initiating Participant. The Service Supplier acknowledges that any work performed or Service rendered before a TAF has been received will be done at the Services Supplier's own risk.
- (v) The Service Supplier will not be entitled to invoice or charge the Initiating Participant any amount greater than the price set out in the TAF unless the Initiating Participant has issued a TAF amendment authorizing the increased expenditure. The Initiating Party will not pay the Service Supplier nor will the Service Supplier be compensated for any Service provided unless such Service has been approved, in writing, by the Initiating Party before being incorporated into the Work/Service.
- (vi) All TAFs will be subject to the MOU and any related Contract defined herein, unless otherwise modified in the TA Form.

TASK AUTHORIZATION FORM TEMPLATE

All boxes may be modified as required.

In final versions, these instructions and all the colored text boxes containing commentary (such as [check the appropriate box]) should be removed.

TASK AUTHORIZATION			
CSO/Operational Unit: _____		Schedule: _____	
Commitment Number (if any): _____		Financial Coding: _____	
Task Number: _____		Date: _____	
TA Request (For completion by the Initiating Participant)			
<p>1. Description of Services/Work to be Performed</p> <p>[The statement of work/Services can contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA Request should also include the applicable basis and methods of payment.]</p> <p align="center">Statement of Work/Service [Insert details]</p> <p align="center">Description of any Deliverable(s) required (including the required format and media)</p> <p>[Describe any reporting obligations and deadlines for submitting the reports as they will apply to the resulting instrument]</p>			
2. PERIOD OF SERVICES		From: _____	To: _____
3. Work Location		[Indicate where the Service will be performed]	
4. Travel Requirements		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify: _____	
5. Other Conditions/ Restraints		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify: _____	
6. Task Proposal (insert rows as required) Check ():		Estimated Cost <input type="checkbox"/>	Fixed Price <input type="checkbox"/> £ _____
7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE OPERATIONAL UNIT'S PERSONNEL			
<input type="checkbox"/> Reliability Status <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret <input type="checkbox"/> Other			

8. BILINGUALISM (if applicable)				
		<input type="checkbox"/> YES	<input type="checkbox"/> NO	
List of the categories of personnel for whom the bilingualism (French-English) is required: [List the categories of personnel requiring bilingualism]				
TA Proposal				
[For completion by the Supplier of Services]				
9. Estimated Cost of Services <Insert additional rows as required>				
Category (Level) and Name of Proposed Resource	Location of work	Firm Per Diem Rate	Estimated # of Days	Total cost
Professional services estimated cost	Total			<TBD>
	GST			
	Grand Total			
Travel & Living	Estimated Cost			
	GST			
	Total Travel & Living Cost			
Grand Total for Labour and Travel				<TBD>
TA Approval				
10. Signing Authorities				
Name, Title and Signature of Individual Authorized to Sign on Behalf of CSO/Operational Unit [type or print]		CSO/Operational Unit	Date	
Name, Title and Signature of Individual Authorized to Sign on Behalf of the Initiating Participant		FCO/DFAIT	Date	
Name, Title and Signature of Individual Authorized to Sign on Behalf of Departmental Representative		Departmental Representative	Date	