



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Royal Canadian Mounted Police International Police Peacekeeping and Peace Operations Program – Deployment of Police Officers Agreement/Memorandum of Understanding

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2024-06-07

Recommendation(s)

That the Niagara Police Service Board (Board) authorize the Chief of Police to execute the required Memorandum of Understanding (MOU) and any related documents on behalf of the Board pertaining to the Royal Canadian Mounted Police (RCMP) International Police Peacekeeping and Peace Operations Program (IPP).

Key Facts

- The purpose of this report is to secure support from the Board for the Niagara Regional Police Service (Service) to enter a MOU with the RCMP, to participate in the IPP.
- This is an opportunity for the Service to enter into a program that would see professional benefits by enhancing the policing perspectives of any member(s) selected for this unique program.
- For the Service to benefit from this MOU, the Chief of Police must sign this agreement.
- General Counsel for the Service has reviewed the MOU with no concerns. This provided legal oversight. The Board's Counsel also reviewed the MOU with no concerns.
- The MOU can be terminated by the Service at any time and can also opt not to recommend anyone so there is no foreseeable detriment to the Service.

Financial Considerations

There is a full cost recovery process wherein the member remains employment by the Service and does not suffer loss in compensation (including potential increases that may occur) or benefits throughout. The Service continues to pay the member and ensure those normal benefits are in place and then the program reimburses the Service for the same.

Analysis

The application and selection process are provided by RCMP IPP and the Service must follow the guidelines for any member to be considered. The RCMP administers the IPP.

The IPP is the program through which Canada deploys Canadian police officers and civilian experts to United Nations peace operations and other stabilization efforts across the world through the Canadian Police Arrangement (CPA).

Since 1989, Canada has deployed more than 4,000 Canadian police officers in nearly 70 operations internationally. Canada's police peacekeepers and civilian experts volunteer for deployment and compete in international selection processes. The IPP Program draws on police from the RCMP and more than 30 provincial, regional, municipal and Indigenous police agencies from across the country. Canadian personnel typically deploy for one year but there are some variations.

The CPA – a partnership between Global Affairs Canada (GAC), Public Safety Canada and the RCMP manages the IPP Program. The Ministers of Foreign Affairs, International Development, and Public Safety authorize deployments of Canadian police and civilian experts to missions abroad.

The Program contributes to make Canada, Canadians, and the world safer. The program also reinforces international systems that ensure Canada's prosperity while supporting a broad range of Government of Canada's priorities, including foreign policy, international security, and development priorities.

The international deployment of highly trained Canadian police and civilian experts helps to advance Canadian values and interests by promoting democracy, human rights, and the rule of law around the world. It also helps to restore and maintain stability and security, while preventing threats from crime in countries where the IPP Program engages, and by doing so, reducing threats to Canada and Canadians.

Deployments are aimed at training, advising, and mentoring local police in the context of multilateral peace support operations in fragile and conflict-affected states. These include deployments to missions led by the United Nations (UN), European Union (EU), and other international organizations engaged in policing activities in line with the objectives of the IPP Program. This includes, for example, the UN Integrated Office in Haiti, and the EU Coordinating Office for Palestinian Police Support.

In 2018, the Program initiated a feminist approach to police deployments in alignment with the Government of Canada's Feminist Foreign Policy agenda, to advance gender-responsive and conflict-sensitive approaches to policing and increase the number of women personnel serving in peace and stabilization operations.

The IPP continues to prioritize the deployment of women police officers, consistently exceeding the established UN target of 30% women police officers deployed by 2028. In general, approximately between 45% to 50% of Canadian police and civilian experts deployed through the Program are women.

Since 2020, Canadian police are leading a Specialized Police Team on Sexual and Gender-Based Violence in the Democratic Republic of the Congo (DRC) as part of the UN peacekeeping mission in the DRC, also referred to as MONUSCO.

Canadian police are providing prospective women police peacekeepers preparatory training for the mandatory UN Selection Assistance and Assessment Teams (SAAT) testing. To date, Canadian police officers have delivered the pre-SAAT training in Zambia, Niger, and Djibouti.

The Service would be in a position for any selected member(s) to gain valuable experience in international policing peacekeeping and operations and bring that unique perspective and understanding to our Service.

Alternatives Reviewed

Not applicable.

Relationship to Police Service/Board Strategic Priorities

This program is related to the 2022-2025 Strategic Plan Goal 1: Public Safety as we continue to ensure that we give members opportunities to increase their knowledge, skills, and abilities to keep our community safe. This unique opportunity provides an experience not offered in the traditional avenues afforded members. The program facilitates career development.

This program also continues in building relationships with other Services as it provides the opportunity to build on our relationship with the RCMP on a mutually beneficial endeavour.

Relevant Policy Considerations

Board By-Law 421-2024 Protocols, Shard Service Agreements and other Contracts with Police Services and other Organizations.

Other Pertinent Reports

Not applicable.

This report was prepared by Nilan Davé, Inspector, Chief's Office and reviewed by Bill Fordy, Chief of Police.



Submitted by:
Bill Fordy O.O.M. #9615
Chief of Police

Appendices

Appendix A – Agreement Royal Canadian Mounted Police International Peace Operations (referred to as IPO)

Appendix A

AGREEMENT

between

HIS MAJESTY THE KING IN RIGHT OF CANADA
as represented by the Royal Canadian Mounted Police International Peace
Operations
(hereinafter referred to as the "RCMP/IPO")

and

Niagara Regional Police Service
as represented by _____
the _____,
duly authorized under Resolution _____, _____ (enter date)
(hereinafter referred to as the "XXX")

(the RCMP/IPO and the City of _____ are hereinafter individually or
collectively referred to as the "Party" or "Parties")

on the Deployment of Police Officers through the
International Police Peacekeeping and Peace Operations Program

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(Annexes are not provided in this draft)

WHEREAS for over 30 years the Government of Canada has been sanctioning and coordinating the international deployment of qualified police officers through the International Police Peacekeeping and Peace Operations Program;

WHEREAS the Government of Canada holds decision-making authority under its International Police Peacekeeping and Peace Operations Program to deploy Canadian police officers to international deployments and reserves the right to cancel, suspend, or postpone deployments;

WHEREAS the City/Police Service is a municipality pursuant to the xxxxx and funds a municipal police service in accordance with the Police Act (Province);

WHEREAS deployed police officers provide reinforcement to police agencies in countries ravaged by conflict or upheaval, and contribute, with international partners, to the creation of a more secure and stable environment in said countries;

WHEREAS requests for the deployment of Canadian police officers are received from countries and various organizations, including the United Nations;

WHEREAS Canadian police officers deployed abroad represent not only their municipal, regional, indigenous or provincial police service, but also Canada;

WHEREAS the RCMP's International Peace Operations (IPO) manages and administers the International Police Peacekeeping and Peace Operations Program, which involves planning/evaluating operations, selecting/training Candidates and Participants from across the country and providing all necessary support to Participants throughout their international deployment;

WHEREAS all directives/policies of the contributing police service must be adapted to meet the requirements set forth in this Agreement.

Now therefore the parties intend as follows:

1. PURPOSE

1.1 The purpose of this Agreement is to:

- 1.1.1. Establish terms for the deployment of qualified police officers from Niagara Regional Police Service through the International Police Peacekeeping and Peace Operations Program;
- 1.1.2. Support the management of the application process for identification of candidates and participants to international deployments. The process may include, but is not limited to, the creation of groups of candidates, the individual recruiting of candidates to fill specific deployment needs, and any other recruiting activities, identification and/or selection of individuals for international activities.
- 1.1.3. Establish terms for ancillary deployments (deployments shorter than other deployments or not based in fragile or conflict affected states).

1.2. The particulars of the possible international police deployments, including location and duration, will be identified in deployment job Bulletins sent to the City, through the Police Service. See Appendix B for a sample Bulletin. IPO may

change/add to the document to reflect details/terms applicable to specific international police deployment, and such changes and additions are made on a regular basis.

2. DEFINITIONS

2.1. In this Agreement the following terms, in singular or plural form according to the context, are defined as follows:

Ancillary deployment means international police deployments of typically 12 months or less, or episodic assignments approved through the Canadian Police Arrangement.

Annex means any document attached to this Agreement for information purposes only and which can be customized over the Duration of this Agreement to reflect the terms/conditions of specific international police deployment.

Applicant means a member of the Police Service identified by the City, through the Police Service, whose application has been submitted for assessment to IPO in response to a Job Bulletin or request for applicant submissions, but who has not yet been selected to participate in the International Peace Support Operations Training (IPSOT) or for an international deployment.

Bulletin means an International Deployment Services Job Bulletin sent by IPO to the City, through the Police Service, identifying future international police deployments for which IPO is seeking applications, and which sets forth the requirements of the international police deployment(s) or position(s).

Candidate means an Applicant identified to continue in the selection process but who has not yet been selected to be deployed.

City, through the Police Service is used throughout this Agreement, and applies directly to municipal policing. The mechanism of communication with the Ontario Provincial Police and the Sûreté du Québec are different and well established. For ease of understanding, the definition of “City” in this Agreement also includes the Ontario Provincial Police and the Sûreté du Québec.

Code of Conduct throughout this agreement could include, where applicable, code of ethics or code of discipline or code of conduct.

Deployment Letter means a letter given by IPO to a Candidate ideally during the IPSOT, which identifies the terms and conditions of the International Police Deployment in which the Candidate will be participating. The Deployment Letter must be signed by the Candidate prior to departure to the international police deployment. It is attached as a sample in **Annex I**. When deployment is to certain “ancillary” deployments, the letter is sent to the City, through the Police Service, which is tasked with obtaining the Candidate’s consent/signature. For the purposes of “ancillary” deployments only, a sample Deployment Letter is attached in **Annex II**.

Duration of deployment means the period from the date of departure to the theatre of operations to the date of return to Canada, upon completion of the international police

deployment or upon the Participant returning to Canada earlier by virtue of repatriation or other instances ending their international police deployment.

Functional Authority means the administrative authority that links the Participant to the authorities of IPO as a representative of Canada.

Host Organization means the multilateral, multinational, state or administrative body to which Canadian police officers are deployed, such as the United Nations (UN), the Organization for Security and Cooperation in Europe (OSCE), the European Union (EU), the North Atlantic Treaty Organization (NATO), the African Union (AU) and the Organization of American States (OAS).

International Peace Support Operations Training (IPSOT) means the mandatory training provided by IPO in Ottawa to all Candidates prior their international police deployment.

International police deployments means Canadian police deployments to Missions, international police peacekeeping operations, criminal courts, tribunals, commissions and inquiries, as well as any other international deployment administered by IPO.

Member means a police officer.

Mission means an international peace Mission, an international police deployment.

National Joint Council means the National Joint Council (NJC) established under the authority of His Excellency the Governor General in Council, on the recommendation of the President of the Treasury Board under Treasury Board Minute T.272382B of March 8, 1945 – the NJC consists of representatives of employers of the Public Service of Canada and bargaining agents. Under the aegis of the NJC, employers and bargaining agents develop joint solutions to workplace issues. Co development of directives and policies is the central activity of the NJC. NJC co development is a joint problem-solving process where representatives of the parties work to reach consensus on terms/conditions of employment and on policies that have application across the Public Service.

Operational Authority means the authority that supervises the daily work of the Participant within the hierarchy of the host Organization, or in some cases the RCMP member, overseeing the Participant's day-to-day work.

Participant means a member of the Police Service who has successfully completed the IPSOT, met all requirements, and been deployed abroad to take part in an international police deployment, for the duration of the international police deployment.

Police Service means the _____ Service.

RCMP means the Royal Canadian Mounted Police.

IPO means the RCMP International Peace Operations.

Sexual abuse is the actual or threatened physical intrusion of a sexual nature, by force or under coercive conditions. All sexual activity with anyone under the age of 18, or the age of consent in the host country if over 18, is considered sexual abuse.

Sexual exploitation is any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Stock Issue Voucher means the list of clothing, equipment and material issued to a Participant by the RCMP/IPO for deployment to an International Police Deployment.

Third party means any person or entity who is not a party to this Agreement.

2.2. In this Agreement:

- 2.2.1. **AOR** means area of responsibility.
- 2.2.2. **GAC** means Global Affairs Canada.
- 2.2.3. **HLTA** means Home Leave Travel Assistance.
- 2.2.4. **IHS** means International Health Services.
- 2.2.5. **MFSI** means *Military Foreign Service Instructions*.
- 2.2.6. **MSA** means Mission Subsistence Allowance.
- 2.2.7. **PARE** means the Physical Abilities Requirement Evaluation.

3. TERMS OF DEPLOYMENT

- 3.1. The City agrees to deploy Police Officers whose applications it has submitted, through the Police Service, and who have been selected by IPO as Participants to Missions for the duration of this Agreement, in accordance with the terms and conditions set forth in the letter of deployment sent by IPO to the City, through the Police Service, in advance of any deployment. Bulletins are issued to convey international police deployment specific requirements to the City, through the Police Service.
- 3.2. The City, through the Police Service, is responsible for the identification and submission of Applicants for potential international police deployment through the International Police Peacekeeping and Peace Operations Program. The City, through the Police Service, may decide to not submit any application for a specific international police deployment.
- 3.3. The City, through the Police Service, must follow the selection/screening process provided by IPO. IPO will communicate these criteria to the City, through the Police Service.

- 3.4. The City agrees to allow Candidates to attend the IPSOT in Ottawa. The City understands that their candidates will not deploy immediately after the completion of their IPSOT, and that participation in the IPSOT does not guarantee deployment.
- 3.5. In most cases, the Duration of international police deployments is 12 months (except for Ancillary deployments). Extensions are granted by exception only, and must be authorized by both IPO and the City, through the Police Service.
- 3.6. IPO is responsible for selecting Candidates and Participants, assessing current/potential theatres of operations, deploying Canadian police officers to international police deployments and supporting the health and safety of Participants throughout their deployment.
- 3.7. The Parties agree that Applicants, Candidates and Participants remain at all times employees of the City and are never members or employees of the RCMP.
- 3.8. During the international police deployment, Participants come under the Operational Authority of the Host Organization and must therefore work as per the Host Organization's operational schedule, which can be a seven-day workweek. In some circumstances, Participants may come under the Operational Authority of the RCMP.
- 3.9. The Police Service agrees to share with the RCMP the personal information of Participants related to any allegation and/or investigation of sexual exploitation or abuse (SEA), as well as the disposition of any conduct or administrative hearings resulting from Participants' conduct while deployed on mission. The Police Service will only share the information set out in 11.3 following a thorough review and determination by the Director of IPO that the allegations are neither frivolous nor unfounded and after the Participant has been repatriated. Further, the Police Service agrees that the RCMP will share the information set out in 11.3 upon request with the Host Organization (UN, OSCE, EU, etc.), Public Safety, Global Affairs Canada (GAC) and the Department of Justice. Use of this information may include: reporting this information for awareness within government sectors, public reporting of data related to incidents of SEA, and research and analysis relating to Canada's participation in these missions.
- 3.10. The commander of the Canadian contingent whom is designated by IPO and who is usually the most senior-ranking Canadian police officer in the theatre of operations is the Functional Authority in Mission.
- 3.11. IPO will work with the City, through the Police Service, in the development and maintenance of a critical incident plan, which will be reviewed and updated, as required.

4. SELECTION AND TRAINING OF INTERNATIONAL DEPLOYMENT

- 4 .1 The parties agree that the Director of IPO, or delegate, has the authority to make the final selection of Participants. IPO ensure that all applicants involved in a selection process for deployment meet the following minimum requirements:

- 4.1.1. Selection and suitability criteria, as well as IPO physical and psychological health standards, as set forth in the Bulletin (**see Annex IV**);
 - 4.1.2. any particular deployment criteria identified by the Host Organization (e.g., language), as set forth in the Bulletin (**see Annex IV**).
- 4.2. When an Applicant or a Candidate is no longer being considered for selection as a participant, IPO will notify the City in writing, through the Police Service.
- 4.3. Applicants must be police officers in good standing, i.e. in compliance in all respects with legislation, regulations and the applicable code of conduct at the time of the IPSOT and must remain in good standing for the duration of their international police deployment.
- 4.4. The City, through the Police Service agrees to inform IPO in writing of any ongoing investigation of their applicants pertaining to article 4.3 of this Agreement.
- 4.5. When Applicants leave their Police Service for the IPSOT, all agreed upon expenses will be paid by IPO in accordance with National Joint Council (NJC) policies or directives.
- 4.6. In the event that a police officer (Applicant, Candidate or Participant) or the City, through the Police Service, withholds or misrepresents any medical, psychological, performance, code of conduct or any other relevant information in the selection process, the Director of IPO, or delegate, may reject the application of an Applicant or a Candidate or repatriate a Participant.
- 4.7. Any decision made by the Director of IPO, or delegate as set forth above in section 4, is final and not open to appeal.

5. FINANCIAL OBLIGATIONS

- 5.1. The City continues at all times to pay the base salary, work related benefits and other direct costs of Candidates and Participants for the Duration of the deployment.
- 5.2. IPO agrees to reimburse the City as follows:
 - 5.2.1. the equivalent of the City's contribution to the annual base salary, work related benefits and other direct costs (i.e. employer contributions) of Candidates and Participants as outlined in **Annex V** – for Candidates, these amounts are reimbursed for the duration of the IPSOT and for Participants, for the duration of the international police deployment;
 - 5.2.2. the equivalent of salary increases that come into force during the international police deployment while the Participant is still part of the international police deployment. No reimbursement for salary increases will be made after a Participant has returned from the international police deployment;

- 5.2.3. an administrative charge of 16% on the total value of Participants' salaries, benefits and other direct costs (i.e. employer contributions) as outlined in **Annex V**, as said salaries, benefits and other direct costs may be increased from time to time;
 - 5.2.4. the equivalent of five (5) working days of base salary/benefits for international police deployments of three (3) to six (6) months less one (1) day to cover the period of mandatory psychological/medical assessments of Participants upon completion of the international police deployment;
 - 5.2.5. the equivalent of 10 working days of base salary/benefits for international police deployments of six (6) months or longer to cover the period of mandatory psychological/medical assessments of Participants upon completion of the international police deployment.
- 5.3. IPO agrees to cover the following directly:
- 5.3.1. travel, accommodations, meals and other expenses approved by IPO incurred by Applicants, Candidates and Participants before, during and after mandatory IPSOT required by IPO, in accordance with the NJC *Travel Directive*;
 - 5.3.2. fees incurred by Participants for medical exams preceding the physical abilities requirement evaluation (PARE or similar physical abilities test required as part of the IPO selection process), interviews and psychological tests/assessments done before, during and after the Mission, which are coordinated by International Health Services (IHS), in accordance with NJC policies;
 - 5.3.3. fees incurred by Participants to complete steps of the selection process, e.g., passport, international driver's licence, certificate of proficiency (as required) and successful completion of PARE, with the understanding between the parties that IPO will reimburse costs related to PARE testing one time only, although several PARE attempts are sometimes required before successful completion thereof (see **Annex IV**), as well as all other costs related to the IPO selection process incurred by Participants;
 - 5.3.4. The cost of repatriating a Participant following a decision by the Director of IPO, due to allegations of serious misconduct/offence in the theatre of operations.
- 5.4. IPO will not cover the following expenses;
- 5.4.1. Overtime hours worked by Participants during an international police deployment, unless IPO issued a Notice for the Mission and said Notice specifically states that overtime hours worked by Participants in the area of their international police deployment will be paid by IPO.
 - 5.4.2. The cost of repatriating a Participant who failed to provide relevant information as set forth in section 4.6, in which case the cost of repatriation is the responsibility of the City. IPO will not cover the cost of voluntary repatriation of a Participant, except in cases where the applicant can prove a material misrepresentation was made to the terms and conditions of employment.

- 5.5. If the Government of Canada cancels, suspends or postpones an international police deployment, regardless of when said decision is made, the Government of Canada and IPO are not responsible for the continued payment of the salaries, benefits and deployment-related costs of Candidates/Participants. However, if the Government of Canada cancels or interrupts an international police deployment while Participants are deployed, IPO continues to pay the salaries, benefits and related costs of Participants until their repatriation to Canada.
- 5.6. Applicants, Candidates and Participants salaries, benefits and expenses;
 - 5.6.1. IPO will cover Candidates' salaries and benefits during IPSOT. Following the completion of their IPSOT, IPO will no longer cover the salaries and benefits of Applicants, Candidates and/or Participants who are not immediately deployed in international police deployment.
 - 5.6.2. In exceptional cases and pending operational necessity, IPO will cover the salaries and benefits of Candidates who have completed the IPSOT but are not immediately deployed to their international police deployment. In such cases, the Candidates will be informed by IPO not to return to work to their Police Service while they await their deployment. In such cases, IPO will also communicate their decision to the City, through the Police Service.
- 5.7. IPO agrees to reimburse the City as follows.
 - 5.7.1. The City will submit detailed and itemized invoices, with entries for each element being claimed, to IPO on a quarterly basis in accordance with RCMP year-end directives. The RCMP fiscal year-end is March 31. A separate invoice must be received for costs up to March 31 within 10 business days following year-end.
 - 5.7.2. IPO undertakes to pay invoices for salaries, benefits and other costs as outlined in **Annex V** within 60 days of receipt. Notwithstanding any provision to the contrary contained in this Agreement, IPO's financial obligations towards the City will remain in effect, despite the termination or cancellation of this Agreement, until such time as amounts invoiced and owed, as per deployments in progress at the time of said termination or cancellation, have been paid in full by IPO.
 - 5.7.3. The City, through the Police Service, will provide IPO a detailed list of all benefits associated with their deployed police officers as per **Annex V**.
 - 5.7.4. IPO will confirm in writing all applicable benefits to the City, through the Police Service.
- 5.8. IPO has the right to verify all expenses incurred by the City in the implementation of this Agreement for which the City is seeking reimbursement. For this purpose, the City agrees to provide IPO with all relevant information/supporting documents, such as receipts and invoices, relevant to said verification. Supporting documents, invoices and receipts, as well as accounts, ledgers and information, must be retained for a period of six (6) years by the City.

- 5.9. Subject to the provisions set out in section 5.4.1, IPO is not liable for the compensation or reimbursement of costs incurred by the City which are not specifically provided for in this Agreement.

6. ALLOWANCES

- 6.1. When applicable, allowances payable to Participants deployed to an international police deployment under the *Military Foreign Service Instructions* (MFSI) are:
 - 6.1.1. paid in Canadian funds;
 - 6.1.2. paid to the Participant in accordance with IPO policies and procedures;
 - 6.1.3. equal to the amount set forth by the NJC, which is subject to change. If there is a change, IPO will inform the Police Service within a reasonable period of time;
- 6.2. In the event a Participant is entitled to a Mission Subsistence Allowance (MSA) or similar benefits, payable directly by the Host Organization, the City acknowledges that said allowance or similar benefit will be paid directly to the Participant by the Host Organization.
- 6.3. Subject to applicable MFSI policies, travel benefits are under the authority of the Department of National Defence and may be subject to changes without notice, which are outside of IPO's control. Said benefits, if applicable, will be set forth in the Participant Financial Document, a sample of which is attached for the purpose of this Agreement in **Annex III**. Upon being informed of financial changes to the terms and conditions, IPO will inform the Police Service within a reasonable period of time.

7. INSURANCE

- 7.1. IPO will reimburse the City for mandatory insurance coverage purchased through the IPO designated insurer for health/dental care, life insurance, accidental death and dismemberment (AD&D) and long-term disability, or any other insurance policy dictated by the IPO.
- 7.2. The City remains solely responsible for and confirms that Participants have insurance coverage as required by IPO for the Duration of their international police deployment, as set forth above in section 7.1.

8. INTERNATIONAL HEALTH SERVICES

- 8.1. International Health Services (IHS) is responsible for administering the international police deployment-related health services program, including pre-deployment and post-deployment medical and psychological assessments, and determination of fitness for all Applicants, Candidates and Participants to international police deployments, when applicable.

- 8.2. IPO agrees to:
- 8.2.1. provide Candidates and Participants with all required pre-deployment medical and psychological assessments to ensure they meet the health standards for international police deployment;
 - 8.2.2. provide Participants with all required pre-deployment immunizations, medications and, if approved by IHS, with one extra pair of prescription glasses and with one pair of sunglasses;
 - 8.2.3. provide Participants within 10 working days of returning from international police deployment, or in special circumstances up to 30 days after completion of the deployment, with a post-deployment medical and psychological assessment for the purpose of determining fitness to return to work and follow-up treatment needs, if any. Participants, who are tested for exposure to tuberculosis, will be tested only 12 weeks after returning from international police deployment.
- 8.3. IHS is responsible for supporting the health and safety of Participants throughout their deployment. IHS will inform the Police Service of any significant change in a Participant's health that impacts fitness in Mission, by clarifying any work restrictions or the need for repatriation. IHS has the authority to determine whether a Participant is fit to remain in international police deployment following an illness or injury, and makes recommendations in this regard to the Director of IPO.
- 8.4. Subsequent to IHS conducting the post-deployment medical and psychological assessments, IHS will contact the Police Service if they are of the opinion that a Participant is unfit to resume their functions or duties. Any necessary work restrictions are ultimately determined by the Police Service.
- 8.5. IHS will send a copy of the Participant's deployment-related medical record [health file], with the Participant's consent, to the occupational health unit of the Police Service or the healthcare provider designated by the Participant. Protocols outlining the exchange of health information between IHS and the City can be established, as required, with the City.
- 8.6. IHS is not responsible for the provision of, or the payment for, treatment needs (medical, psychological or other) of Participants post-deployment.
- 8.7. IHS reserves the right to conduct, at its own expense, an optional health assessment three (3) to six (6) months after a Participant returns Home from an international police deployment.
- 8.7.1. IHS may invite the spouses of Participants to attend part of the post-deployment psychological session with their partner in order to receive information about their reintegration.
- 8.8. In the year following a Participant's return from international police deployment, IHS reserves the right to contact the occupational health unit of the police service to obtain aggregate data and compile anonymized statistics on police officers who have taken part in

international police deployments abroad. IHS may share these statistics with its different partners, especially in the course of training or information sessions.

9. VISITS TO THEATRE OF OPERATIONS

- 9.1. Protocols for visits to the theatre of operations of an international police deployment are established by the respective Host Organization and must be respected by all non-engaged persons travelling to the the country of the Mission Area of Responsibility (AOR).
- 9.2. All non-deployed persons wishing to visit the country of an international police deployment AOR must contact IPO to ensure that the person(s) they want to meet is (are) available, and to arrange accomodations and travel through the IPO.
- 9.3. IPO must contact the Host Organization and GAC to obtain authorization for non-deployed personnel to visit and travel within the country of an international police deployment AOR, before they leave Canada,
- 9.4. The City is responsible for all travel expenses of non-deployed personnel to the country of an international police deployment AOR.
- 9.5. IPO personnel travel periodically to international police deployments AOR to conduct program reviews. On occasion, representatives of the Police Service may be offered the opportunity to accompany the review team, as members of said team, with usual travel costs included. IPO will advise the Police Service of any such opportunities.
- 9.6. All mission are “unaccompanied”, which means a participant’s spouse/partner/dependents will not be relocated to the mission area, as these are deployments, not transfers.
 - 9.6.1. In some missions, participants may be allowed to host family members and/or guests in the mission area during their deployment.
 - 9.6.2. Permission to receive visitors in the mission area may depend on the host organisation, e.g. the UN or the EU.
 - 9.6.3. For all missions permission to have guests visit in the mission area will be specified in the Deployment Letter.

10. LOGISTICS

- 10.1. The City agrees that, when required by the Host Organization, Participants will wear, for the duration of their deployment, the uniform approved and supplied by IPO in accordance with the RCMP dress code, as well as the Police Service shoulder badge.
- 10.2. In addition to the standard Canadian uniform, IPO will provide Participants with all equipment deemed appropriate, as indicated in the Stock Issue Voucher (SIV).
- 10.3. In the event of deployment to an armed Mission, IPO will issue firearms and complete service belt assembly. IPO is responsible for transporting firearms from Canada to the international police deployment location.

- 10.4. IPO is responsible for the cost of repairing or replacing any firearms that are damaged or lost in an international police deployment.
- 10.5. Participants are personally accountable for the security and maintenance of all items of equipment and clothing issued to them prior to and during their deployment to an international police deployment, and will be held personally responsible for the safe return of all items indicated in the SIV. Exceptions will be made for items that are duly reported as lost, damaged or stolen for reasons arising from carrying out the functions of the deployment. These obligations will remain in effect, despite the termination or cancellation of this Agreement, until such time as the Participant returns all equipment indicated in the SIV, with the exception of items that were lost, damaged or stolen for reasons arising from carrying out deployment functions that are duly reported.
- 10.6. If a Participant fails to return all items indicated in the SIV upon return from an international police deployment, with the exception of items that were lost, damaged or stolen during the operation and duly reported as such, IPO will withhold the reimbursement of approved expenses or the payment of allowances to cover the cost of replacing non-returned items.

11. PROFESSIONAL CONDUCT/PERFORMANCE, DISCIPLINE AND REPATRIATION

- 11.1. Participants in an international police deployment are representatives of Canada. Their work ethic and conduct on the international stage must, at all times, reflect the highest levels of Canadian police professionalism and ethical behaviour. At all times while deployed to an international police deployment, a Participant shall be subject to, and may be investigated under, the Host Organization's code of conduct for civilian police and the code of conduct of the Police Service.
- 11.2. Participants while deployed on an international police deployment are strictly prohibited from having sexual or intimate relations with any members of the "local population" given the differences in power, authority and status, whether perceived or not. "Local population" includes, but is not limited to, citizens or residents of the host nation, displaced persons, and refugees. Any reports of such behaviour will be immediately investigated by the Host Organization and facilitated by the Contingent Commander or delegate. This is in line with the UN's, and Canada's, zero-tolerance policy on SEA by peacekeeping personnel and staff.
- 11.3. Participants' participation is contingent upon their consent to the disclosure of some of their personal information, related to any alleged incident of misconduct or crime, including SEA, as per 3.9 of this document and the deployment letter. Information that might be provided by the RCMP to the Host Organizations are limited to:
 - 11.3.1. Date
 - 11.3.2. Mission
 - 11.3.3. Date of incident
 - 11.3.4. Personnel (Military, civilian, police)
 - 11.3.5. Nationality
 - 11.3.6. Victim (adult #/child #)
 - 11.3.7. Allegation [SE = Sexual exploitation, SA = Sexual abuse]

- 11.3.8. Paternity claim (yes/no)
 - 11.3.9. Paternity established (yes/no/pending)
 - 11.3.10. National Investigation Officer appointed (home agency investigator Y/N)
 - 11.3.11. Investigation (# days if completed/ongoing)
 - 11.3.12. Results (pending/substantiated/unsubstantiated)
 - 11.3.13. Interim action (UN payments suspended, administrative, none)
 - 11.3.14. Final action (repatriation/action closed/UN dismissal)
 - 11.3.15. Referral criminal investigation (Y/N)
- 11.4. The above information will be provided to the Department of Public Safety Canada, Global Affairs Canada, and the Department of Justice.
- 11.5. Participants are also responsible for reporting to the Contingent Commander and Program Coordinator (desk officer), as soon as feasible, any knowledge or witness of any actions on the part of another Canadian police officer that appear to violate this article.
- 11.6. A finding by IPO that a Participant is in breach of article 11.2 will result in their immediate repatriation, ineligibility for future deployments, and the Participant may be subject to disciplinary or conduct proceedings in Canada by the Police Service.
- 11.7. The Police Service agrees to the RCMP sharing the information as outlined in 11.3 with Host Organizations (UN, OSCE, EU, etc.) for reporting on incidents of SEA. The information being released to the Host Organization will include a Non-Disclosure caveat advising that the information cannot be further shared, published or otherwise utilized, other than in an anonymized fashion.
- 11.8. The Participant is responsible for understanding the Code of Conduct imposed by the Host Organization in mission. When possible, a copy of the Code of Conduct from the Host Organization will be made available to the Police Service and Participant prior to the deployment of Participants from their agency.
- 11.9. Where an allegation of impropriety, criminal conduct, or unacceptable performance is made against a Participant, the Director of IPO shall instruct the Contingent Commander to conduct, or supervise/monitor, an inquiry into an alleged breach of the code of conduct, criminal incident or performance issue and submit a full report on the circumstances with recommendations. IPO may also investigate allegations, which could result in repatriation. In any circumstance where it is established that a Participant has acted improperly, or in a manner where performance is deemed unacceptable, the RCMP/IPO will inform the Police Service of the intention to repatriate the Participant.
- 11.10. The Police Service agrees to cooperate in any investigation initiated by the Host Organization and will, if deemed appropriate, and if it is the competent authority to do so, initiate a criminal and/or Code of Conduct investigation into allegations of serious misconduct, including when there are allegations of SEA made against a Participant. Where the Police Service is not the competent authority to conduct this investigation, it shall inform the competent investigatory authority of the case, make a recommendation for an

investigation, assist in such investigation, and communicate the results of the investigation to the RCMP.

- 11.11. The Director of IPO has the responsibility to maintain the integrity of Canada's International Peace Operations image abroad. The Police Service agrees that its Participants shall be bound by the highest standard of either the Police Service or the international police deployment guidelines issued by the Host Organization and the terms of this Agreement so long as it remains in effect. After reviewing the report and recommendations, and after consulting with the Police Service Point of Contact Representative, the Director of IPO shall decide whether the Participant(s) will remain in the international police deployment, or be repatriated to Canada. The decision of the Director of IPO is final and cannot be appealed.
- 11.12. If the Director of IPO determines an early repatriation is required, the applicable costs will be covered by IPO unless Article 4.6 applies.
- 11.13. The City, through the Police Service, agrees to cooperate in any investigation initiated by the Host Organization and, if deemed appropriate, and if it is the competent authority to do so, initiate its own investigation into allegations of serious misconduct, particularly in the case of allegations of SEA. In the event of any such investigation by the City, through the Police Service, the City agrees to provide IPO with the results of said investigations and, when applicable, the outcome of related disciplinary/criminal proceedings in accordance with applicable legislation or regulations. These obligations will remain in effect despite the cancellation or termination of this Agreement.
- 11.14. If the Director of IPO determines an early repatriation is required, the cost thereof will be covered by IPO, unless either the Participant or the Police Service knowingly withheld or misrepresented any medical, psychological, performance, code of conduct or other relevant information in the IPO selection process.

12. SECURITY

- 12.1. The City agrees that Participants must at all times comply with the security regulations or rules of the Host Organization.

13. DISPUTE RESOLUTION

- 13.1. IPO and the City support the prompt and fair resolution of any dispute arising from or in relation to this Agreement at the lowest administrative level possible, namely the Director of IPO or their delegate and the Police Service point of contact identified in section 16.1.
- 13.2. The Director of IPO or delegate and the City point of contact will negotiate any dispute directly and in good faith for up to 60 calendar days after receiving written notification thereof.
- 13.3. If the Director of IPO or delegate and the Police Service point of contact are unable to resolve the dispute within 60 calendar days, the matter will be referred to both the Director

General, RCMP Federal and International Special Services, and the director of the Police Service or the highest ranking member of the Police Service.

14. DISCLOSURE / PROTECTION OF INFORMATION

- 14.1. Each party will take security measures to prevent unauthorized access to or use of information or documents relating to this Agreement, the Parties, or work done during deployment to an international police deployment.
- 14.2. Where possible and consistent with the applicable law, the Parties will notify each other of any legal proceedings requiring the disclosure of the other Party's personal information. Consultation will take place prior to disclosure.
- 14.3. The Police Service, in compliance with the principle of reciprocity and cooperation between itself and the Host Organization, may request documents worked on by a Participant and deemed relevant to the Police Service. Said requests are sent to the Host Organization through IPO. The Host Organization will send documents approved for release to IPO, who will in turn forward them to the Police Service.
- 14.4. IPO will provide the Police Service, as soon as practicable, with all relevant details of any incident relating to the Participants or this Agreement which could result in a claim against the City (including third party claims, cost claims and counter claims), causes of action, actions, proceedings and inquiries.
- 14.5. The City acknowledges that all classified, protected, unclassified or unprotected information, documents, cables, maps or other papers, in written or electronic form, received or generated by a Participant during an international police deployment are the property of the Host Organization to which the Participant was deployed.

15. INDEMNIFICATION

- 15.1. It is the responsibility of the City, through the Police Service, to respond to any legal claims arising from a situation where a Participant has been injured, disabled, or died in the course of his duties during the mission.
- 15.2. IPO shall indemnify the Police Service and the Participant(s) for all damages, costs, disbursements, interests, losses, or expenses incurred as a result of third party claims (including third party claims, cross claims and counter claims), causes of action, actions, proceedings or inquiries arising from, or caused by, the conduct of Participants while carrying out their duties under this Agreement, provided the Participants met the following criteria:
 - 15.2.1 the Participant acted in good faith;
 - 15.2.2 the Participant did not act contrary to Canada's interests; and
 - 15.2.3 the Participant acted in the course of their duties within the confines of the tasks assigned to them under this agreement when they carried out the action or failed to carry out an action that resulted in the claim.

- 15.3. IPO will ensure that the Participant meets the three (3) criteria mentioned in sections 15.2.1, 15.2.2 and 15.2.3 above, and to do so may investigate and ask the opinion of any person with knowledge of the facts that resulted in such a claim. Prior to making a decision, IPO will consult with the City, through the Police Service and will consider written submissions of the Participant.
- 15.4. When reviewing the claim for compensation for the City and the Participant, IPO shall initially presume that the Participant meets the three (3) criteria mentioned in sections 15.2.1, 15.2.2 and 15.2.3 above, unless or until there is information to the contrary.
- 15.5. Should it become apparent that the Participant did not comply with the three (3) criteria mentioned in sections 15.2.1, 15.2.2 and 15.2.3 above, IPO will cease compensating the Police Service and the Participant, effective immediately. The decision of IPO is final and cannot be appealed.

16. POINTS OF CONTACT

- 16.1. The parties may address matters relating to this Agreement to the following points of contact.

For the Police Service:

Name of representative:
Title:
Name of police agency:
Address:

For the RCMP International Peace Operations:

Director
International Peace Operations RCMP
73, Leikin Drive
Ottawa, ON
K1A 0R2

- 16.2. All notices and communications concerning this Agreement must be prepared in writing and sent to the points of contact identified above in section 16.1. If a party designates a new point of contact, said party must advise the other party in writing as soon as possible.

17. TERMS

- 17.1. This Agreement will come into effect on the date of the last signature and remain in effect until **March 31st, 2029**.
- 17.2. The parties will review the Agreement annually to assess the implementation thereof.
- 17.3. If the parties agree in writing, this Agreement will be extended and remain in effect for a period not exceeding two (2) additional years.

17.4. If this Agreement expires while Participants are on deployment, the terms and conditions set forth herein will continue to apply to them pending their repatriation to Canada.

18. TERMINATION

18.1. The parties may terminate this Agreement by giving the other party no less than sixty (60) calendar days' written notice.

18.2. If this Agreement is terminated while Participants are on mission, the terms and conditions set forth herein will continue to apply to them pending their repatriation to Canada.

18.3. In any event, where the City, through the Police Service, terminates the Agreement while some of their Participants are still in mission, the cost associated to the repatriation of their Participants will be covered by the Police Service.

18.4. In the event of cancellation or termination of this Agreement, the provisions set forth in this Agreement will survive termination of this Agreement and will continue to apply subsequent to and notwithstanding its expiration or termination.

19. AMENDMENT

19.1. This Agreement may be amended only with the written consent of both parties. The amendment will become part of this agreement and will be dated as agreed upon by both parties.

20. ENTIRE AGREEMENT

20.1. This Agreement constitutes the entire Agreement between the Parties, and supersedes all prior communications, negotiations or agreements, whether written or oral, concerning the subject matter set out herein.

20.2. If any provision of this Agreement violates any provision of any law, regulation or decree, or becomes invalid or unenforceable as a result of a decision or order of a court having jurisdiction in this matter, that provision shall then be deemed not written without affecting the validity of the other provisions provided for herein.

21. GOVERNING LAW

21.1. This Agreement is governed by the laws of the province of Ontario and applicable federal statutes.

22. EFFECTIVE DATE/SIGNATURES

22.1. This Agreement becomes effective on the date of the last signature.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS AGREEMENT IN DUPLICATE ON THE DATE INDICATED NEXT TO THEIR RESPECTIVE SIGNATURES.

For the City of XXXXXXXXXXXXXXX

SIGNATORY

DATE

LOCATION

FOR HIS MAJESTY THE KING IN RIGHT OF CANADA:

Director General
International Specialized Services (ISS)
Royal Canadian Mounted Police

DATE

LOCATION