



National Defence
National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Défense nationale

Our file: A-2012-00532

SEP 17 2012

Mr. Kevin Lacey
2615 Fuller Terr
Halifax, Nova Scotia B3K 3V8

Dear Mr. Lacey:

This is in response to your request submitted under the *Access to Information Act*, for:

***Copy of the Memorandum Of Understanding between National Defence and
HISF Inc concerning the Halifax International Security Forum in 2010 and 2011.***

Enclosed please find all requested records that could be located using the Department's best efforts, within the constraints of the *Act*. You will note that no severances have been applied to these documents.

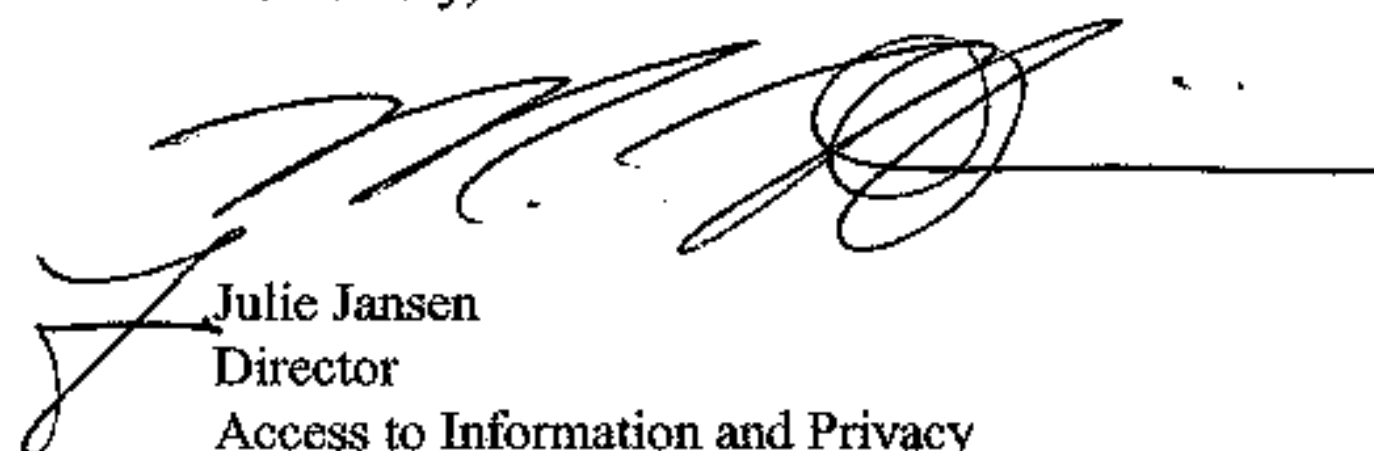
Please be advised that you are entitled to file a complaint with the Office of the Information Commissioner concerning the processing of your request within sixty days of the receipt of this notice. In the event you decide to avail yourself of this right, your notice of complaint should be addressed to:

Office Information Commissioner
Tower B, Place de Ville
112 Kent Street, 22nd Floor
Ottawa, Ontario
K1A 1H3

We also wish to advise you that the Department of National Defence (DND) complies with the Treasury Board Secretariat Guide for Posting Summaries of Completed Access to Information Requests. Summaries of DND requests can be found on our website www.forces.gc.ca under the tab "Completed Access to Information Request".

Should you require clarification or assistance regarding your request, please contact Siobhan Neilson of my staff at (613) 996-0425, by e-mail at siobhan.neilson@forces.gc.ca or use our toll free number 1-888-272-8207.

Yours truly,



Julie Jansen
Director
Access to Information and Privacy

Enclosures: 7 pages

Canada

DND Identification Number: 2009110004

**Memorandum of Understanding
Between
The Department of National Defence
And
The Atlantic Canada Opportunities Agency
Concerning**

**ASSISTANCE IN THE FUNDING OF THE HALIFAX INTERNATIONAL
SECURITY FORUM**

Introduction

1. This Memorandum of Understanding (MOU) is an Arrangement between the Department of National Defence (The Department) and the Atlantic Canada Opportunities Agency (The Agency).
2. The German Marshall Fund of the United States (the Organizer) is a nonpartisan American public policy institution dedicated to promoting greater cooperation and understanding between North America and Europe. It will hold a prestigious, high-level conference annually, to discuss transatlantic security and defence issues in Halifax – the Halifax International Security Forum. This annual Halifax Forum will build on the success of the 2009 conference which was the organizer's first major international security conference in North America.
3. The Government of Canada is financially supporting the Forum through partial funding from the Department and the Agency.
4. The Department and the Agency concur that the Agency will manage a contribution to the Organizer through the Agency's Business Development Program.

Definitions

5. For the purposes of this Memorandum of Understanding, the following definitions will apply:
 - a. "The Department" means "The Department of National Defence";
 - b. "The Agency" means "The Atlantic Canada Opportunities Agency";
 - c. "The Organizer" means "The German Marshall Fund of the United States";
 - d. "The Forum" means "The Halifax International Security Forum", scheduled to take place annually in Halifax, Nova Scotia, Canada;

- e. "MOU" means "Memorandum of Understanding".

Objectives and Scope

6. The Department and the Agency concur that the objective of this MOU is to set out the arrangements and responsibilities between them with respect to the transfer of funds for the purpose of the provision of an annual contribution to the Organizer to assist in the organization and delivery of the Halifax International Security Forum, in 2010-2011, 2011-2012, 2012-2013 and 2013-2014. Each annual contribution will not exceed \$3,000,000.
7. The Participants acknowledge that notwithstanding the wording used in this MOU, neither the MOU as a whole nor any part of its parts taken separately are, or ever have been, intended to be a contract and no contractual obligations are incurred by the Participants as a result of the existence of this MOU.
8. The MOU is in no way intended to be a procurement instrument. Any material procurement resulting from, or required by, the implementation of the MOU must be accomplished in accordance with the applicable procurement laws and regulations.

Financial Arrangements

9. The Department will annually reimburse to the Agency 50% of eligible expenditures in accordance with the approved terms and conditions of the Agency's Business Development program, of the Government of Canada's contribution up to a yearly maximum of \$3,000,000.
10. The Department will transfer funds to the Agency, via the Supplementary Estimates due at the beginning of December every year, based on a revised forecast of the expenditures for the Forum normally held in November every year.
11. Should the Government of Canada's contribution amount be less than \$3,000,000 for any given year, the Agency will reimburse the Department's share for any excess contributions via the Supplementary Estimates process, in the following year. In 2010-2011, the Agency will reimburse the Department for the unspent funds from 2009-2010 for an amount of \$327,685 via the Supplementary Estimates process.
12. The Agency will submit, to the Department, a listing of all eligible expenditures submitted by the organizer, categorized by purpose (eg. accommodation, travel, etc.). The Agency will submit this listing to the Department once it is received from the organizer and finalized.
13. Should the Organizer submit additional invoices after the original listing is submitted, an additional transfer of funds between the Department and the Agency is possible, subject to the provisions outlined in paragraph 9, through the next Supplementary Estimates remit in accordance with the expenditure management cycle. The Agency will submit a listing of these additional invoices to the Department prior to the end of the fiscal year in which the forum took place.

14. All funds transferred from the Department to the Agency in accordance with this Arrangement will be made in Canadian dollars.

15. The Department will not be responsible for any costs incurred by the Organizer and charged to the Agency prior to the date the contribution agreement is signed between the Organizer and the Agency.

Cost Recovery

16. In the event that further adjustment (recovery of an overpayment or additional transfer) is required, it will be sought via the Supplementary Estimates process.

Auditing

17. In the case that an audit is performed, both the Department and Agency will keep records of the costs of the Forum for a period of 6 years from the time the Agency starts considering eligible expenditures (i.e. the date the contribution agreement is signed by the Agency and the Organizer).

Disclosure of Information

18. Notwithstanding any provisions of this MOU, the information to be shared or exchanged between the Participants under this MOU will not include information for which disclosure is restricted by the applicable privacy laws of the Participants, and/or by an Act of Parliament, including the *Access to Information Act* and *Privacy Act*.

Settlement of Disputes

19. Any disputes regarding the interpretation or implementation of this MOU will be resolved only by consultation between the Participants, and will not be referred to a national or international tribunal, or other third party for settlement.

Amendment

20. This MOU may be amended with the mutual written consent of the Participants.

Duration, Withdrawal and Termination

21. This MOU will remain in effect until the later of 28 February 2014, or the transfer of all funds for eligible expenditures or return of over payments, from the effective date.

22. This MOU may be terminated at any time, effective immediately, with the mutual written consent of the Participants.

23. Should the Participants terminate the MOU, they will consult with one another and the Organizer to ensure the mitigation of risks and minimizing disruptions to the Forum up to and including the date of actual termination. Additionally, the Participants will remain

responsible for any eligible expenditures incurred by the Organizer for the Forum in accordance with the contribution agreement concluded with the Organizer.

24. Any responsibilities incurred by a Participant during the active period of this MOU will remain that Participant's responsibility, until fulfilled, notwithstanding termination or expiry of this MOU.

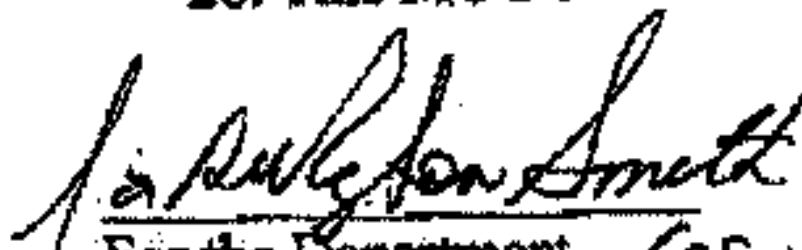
25. The designated contact offices for the purpose of communication and notification pursuant to this MOU are:

For The Agency: Craig Rowsell, Director General Advocacy and Industrial Benefits, (613) 954-0437

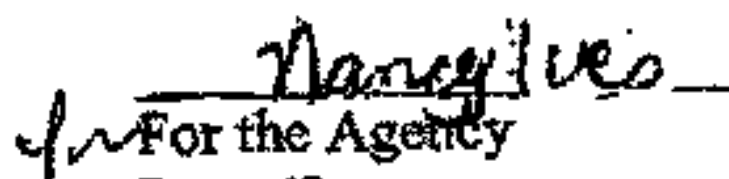
For The Department: Ian Miller, Director of Cabinet Liaison, (613) 999-8273

Effective Date and Signature

26. This MOU becomes effective on the date of the later signature.


For the Department *cos*
Jill E. Sinclair
Assistant Deputy Minister (Policy)

15 Nov 10
Date


For the Agency
Peter Hogan
A/Vice President Nova Scotia

Nov 24, 2010
Date

**DND Identification Number: 2009110004
Amendment #1**

**Memorandum of Understanding (Amendment)
Between
The Department of National Defence
And
The Atlantic Canada Opportunities Agency**

Concerning

**ASSISTANCE IN THE FUNDING OF THE HALIFAX INTERNATIONAL SECURITY
FORUM**

Re: Amendment Approval of the existing Memorandum of Understanding

The Atlantic Canada Opportunities Agency ("the Agency") hereby agrees to the following amendment:

1. Delete clause 2.0:

"The German Marshall Fund of the United States (the Organizer) is a nonpartisan American public policy institution dedicated to promoting greater cooperation and understanding between North America and Europe. It will hold a prestigious, high-level conference annually, to discuss transatlantic security and defence issues in Halifax - the Halifax International Security Forum. This annual Halifax Forum will build on the success of the 2009 conference which was the organizer's first major international security conference in North America."

and replace with the following:

"In 2009 and 2010, the German Marshall Fund of the United States (GMF) was responsible for delivering the event (the Organizer). The GMF is a nonpartisan American public policy institution dedicated to promoting greater cooperation and understanding between North America and Europe. The GMF is no longer the Organizer of the event.

The new delivery partner for the event is the Halifax International Security Forum (the Organizer). The Halifax International Security Forum is a not-for-profit entity incorporated in Washington, DC, organized exclusively for charitable and educational purposes.

It will hold a prestigious, high-level conference annually, to discuss transatlantic security and defence issues in Halifax - the Halifax International Security Forum. This annual

Halifax Forum will build on the success of the 2009 and 2010 events, as it is the first North American-based conference of its kind.”

2. Delete clause 5.0 (c):

““The Organizer” means “The German Marshall Fund of the United States”;

and replace with the following:

“The Organizer” for the event in 2011 and ongoing, means the “Halifax International Security Forum;”

3. Delete clause 21.0:

“This MOU will remain in effect until the later of 28 February 2014, or the transfer of all funds for eligible expenditures or return of over payments, from the effective date.”

and replace with the following:

“This MOU will remain in effect until the later of 31 March 2014, or the transfer of all funds for eligible expenditures or return of over payments, from the effective date.”

4. Delete clause 25.0:

“The designated contact offices for the purpose of communication and notification pursuant to this MOU are:

For The Agency: Craig Rowsell, Director General Advocacy and Industrial Benefits, (613) 954-0437

For The Department: Ian Miller, Director of Cabinet Liaison, (613) 999-8273”

and replace with the following:

“The designated contact offices for the purpose of communication and notification pursuant to this MOU are:

For The Agency: Jeff Mullen, Director, Enterprise Development, ACOA Nova Scotia, 902-426-8978

For The Department: Ian Miller, Director of Cabinet Liaison, 613-996-8273”


5. Delete clause 26.0:

“This MOU becomes effective on the date of the later signature.”

and replace with the following:

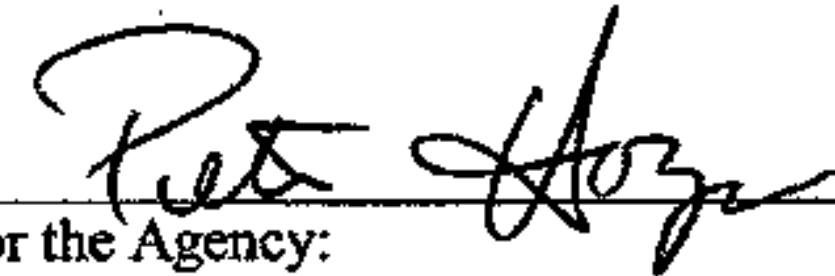
“This amended MOU becomes effective on the date of the later signature.”

All other terms and conditions of the MOU accepted by the Department on November 15, 2010 and accepted by The Agency on November 24, 2010, remain unchanged.



For the Department:
Jill E. Sinclair
Assistant Deputy Minister (Policy)

September 14, 2011
Date



For the Agency:
Peter Hogan
Vice President Nova Scotia

Aug. 31/2011
Date