

**MEMORANDUM OF UNDERSTANDING
ON
OPERATIONS AND SUPPORT AT MISSIONS**

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MEMORANDUM OF UNDERSTANDING ON OPERATIONS AND SUPPORT AT MISSIONS

1.0 INTRODUCTION

- 1.0.1 In accordance with the Treasury Board Secretariat (TBS) *Common Service Policy*, the *Department of Foreign Affairs, Trade and Development Act*, Global Affairs Canada (GAC) is mandated to manage the procurement of goods, services, and real property in support of Diplomatic and Consular Missions.

GAC provides common services to a variety of clients, including client departments, Crown corporations and non-federal organizations (e.g. Provinces and Territories).

In accordance with the TBS *Common Services Policy*, common services are mandatory for clients to use when required in support of Canada's diplomatic and consular missions.

In accordance with the TBS *Common Services Policy*, common services are optional for clients to use when required for purposes other than in support of diplomatic and consular missions.

GAC and Shared Services Canada (SSC) will collectively provide a range of Information Management and Information Technology (IM/IT) services. SSC will provide services in accordance with *Shared Services Canada Act*.

- 1.0.2 GAC, SSC and clients will adhere to current government legislation, policies and directives, referred to in Appendix B, amended as required.
- 1.0.3 This Memorandum of Understanding (MOU) is not a legally binding document and does not create legal obligations
- 1.0.4 The English and French texts of this Memorandum of Understanding are equally authoritative.

2.0 PURPOSE AND SCOPE

- 2.0.1 This MOU provides the framework for an efficient and cost-effective delivery of operations and common services in support of the international programs of all client departments, Crown corporations and non-federal organisations, which have opted to sign this MOU.
- 2.0.2 This MOU covers the roles and responsibilities of GAC, SSC and clients. This MOU also includes

the principles and operational guidelines for the management, reporting, accountability for and administration of common services.

2.0.3 Any unique operating arrangement or client-specific requirement will be described in a client-specific annex signed between GAC and the client it pertains to. This annex will become a supplement to this MOU.

2.0.4 The client-specific annexes currently in effect form a part of this MOU until they have been revised.

2.0.5 This MOU includes the following appendices and client-specific annexes:

- Appendix A: Acronyms and Symbols;
- Appendix B: Legislations, Policies and Directives;
- Appendix C: Glossary of Terms;
- Appendix D: Service Delivery Standards Template; and
- Appendix E: GAC Reports to Clients.

Client-specific Annexes:

- Department of National Defence
- Immigration, Refugee and Citizenship Canada
- Justice Canada
- Public Safety Canada
- Royal Canadian Mounted Police

3.0 PRINCIPLES

3.0.1 Through ongoing consultative and collaborative processes, GAC and SSC will deliver cost-effective and quality common services in partnership with clients with international programs. In delivering these common services at missions, GAC, SSC and clients concur with the following:

- a. To operate in a transparent manner and to consult regularly and in advance regarding policies, procedures and financial arrangements for common services;
- b. That GAC will deliver consistent and equitable common services to all programs at missions, recognizing program-specific requirements of individual clients and mission-specific conditions;
- c. To effectively integrate departmental programs at the mission level, while recognizing policy and program responsibility and requirements of individual clients;
- d. That the financial implications of program decisions on the delivery of common services must be fully assessed and the source of full funding identified; and
- e. That GAC will provide supporting information and the rationale for requests for new charges, ongoing charges or changes to existing charges, through the costing methodology

- 3.0.2 Given the shared interest of all clients in efficient and cost-effective delivery of common services, GAC and SSC will continue to explore, in consultation with clients, methods to improve delivery of its mandate for common services.
- 3.0.3 GAC will provide common services to positions created under the *Framework for Planning and Managing Change to the Network*. GAC may provide services to supplementary resources, which may be limited until a cost-recovery mechanism is in place.
- 3.0.4 GAC has the duty, as stated in the Official Languages Act, to ensure that any client can communicate with and obtain available services in either official language (English/French).

4.0 GOVERNANCE OF THE MOU

- 4.0.1 This section deals with the overall Governance of this MOU and the respective roles and responsibilities of interdepartmental committees to address policy and delivery issues relating to common services. Each Committee is composed of representatives from common service providers and from clients.
- 4.0.2 The Deputy Minister Sub-Committee on Representation Abroad (the DM Sub-Committee) is a sub-group of the Deputy Ministers' Committee on Global Affairs, Security and Human Rights. The Chair is the Deputy Minister of Foreign Affairs. The mandate of the DM Sub-Committee is to:
- a. Exchange information, share priorities, consult, seek consensus and provide direction and coordination in the service of Canada's foreign policy priorities and objectives related to the Government of Canada's international agenda; and
 - b. Promote the coordination of policy, programs and the use of common services among clients with respect to GAC's missions.
- 4.0.3 The Interdepartmental Assistant Deputy Minister Council on Common Services Abroad (the ADM Council) provides advice to the Deputy Minister of Foreign Affairs on mechanisms to implement Canadian foreign policy through the Government of Canada's international platform. The ADM Council monitors the priorities approved by the Minister of Foreign Affairs and their alignment with Government of Canada priorities. This Committee is chaired by the ADM, International Platform Branch, GAC. The Deputy Chair is the ADM, Operations, Immigration, Refugee and Citizenship Canada. The ADM Council will review operational resource allocation plans provided by clients and promote resource allocation alternatives for more cost-effective delivery of common services.
- 4.0.4 The Interdepartmental Working Group on Common Services Abroad (the IWGCSA) consists of a Director-level official (or equivalent) from each client. The Chair is the Director, Client Relations Division, GAC.

- 4.0.5 In order to ensure effective delivery of common services, the mandate of the IWGCSA is to:
- a. Evaluate the operation and implementation of this MOU;
 - b. Provide direction and guidance on common services policy and delivery issues;
 - c. Serve as the dispute resolution body, as outlined in paragraph 14.1.3;
 - d. Review and address issues of common services financial arrangements and charges, related costs or service levels;
 - e. Coordinate annual plans for changes in positions at missions, as outlined in the *Framework for Planning and Managing Change to the Network*;
 - f. Identify priority areas requiring consideration by senior management at the DM Sub-Committee, the ADM Council, or other advisory bodies, as appropriate; and
 - g. Serve as the consultative forum for:
 - i. Common service providers to present any policy and procedural changes to clients in advance of their implementation;
 - ii. Any such changes that affect the basket of services provided to clients, as indicated in the costings, will be submitted for consultation to IWGCSA and/or Missions Committee; and
 - iii. Clients to request presentations from common service providers.
- 4.0.6 The IWGCSA will take into account broader common services policy and delivery issues resulting from changes in Government of Canada policies and guidelines. The IWGCSA will also take into account the guidance of the ADM Council.
- 4.0.7 The IWGCSA may establish sub-working groups to discuss and address issues identified by the IWGCSA.
- 4.0.8 The Client Relations Division acts as the Secretariat for the:
- a. DM Sub-Committee;
 - b. ADM Council; and
 - c. The IWGCSA.
- 4.0.9 Within GAC, the ADM, International Platform Branch, has functional leadership for common services and is accountable for matters relating to this MOU. The primary operational contact and the coordinator for this MOU is the Director, Client Relations Division, GAC.
- 4.0.10 Clients will designate a Director-level or equivalent principal contact and working-level contacts for common services.

5.0 ACCOUNTABILITY

- 5.0.1 In accordance with section 15 of the *Department of Foreign Affairs, Trade and Development Act*, the Head of Mission (HOM) is the Government of Canada's official representative to the host

government.

Under this statutory grant of authority, the HOM has the management and direction of the mission and its activities and supervision of the official activities of clients in his/her Area of Accreditation. The HOM is accountable to the Minister of Foreign Affairs for the conduct of the Government of Canada's official business and for the oversight of all government of Canada programs and objectives in the HOM'S Area of Accreditation. Clients' headquarters are accountable for the overseas delivery of their programs at missions.

The HOM will take into account the respective legislations, mandates and delegated authorities of clients. The HOM will ensure an effective and inclusive Committee on Mission Management (CMM) and other regular consultations with program managers of clients. The HOM and clients will work together to identify opportunities for efficiencies in activities.

As members of CMM and other Committees, clients are expected to contribute, as appropriate, to the operations/management of the mission.

The clients and their program mandates will be integrated into the mission operations and related planning documents. Clients will make efforts to integrate the outcome of their respective planning processes for programs at missions.

In consultation with clients, GAC is responsible for ensuring interdepartmental coherence in the implementation of the Government of Canada's international policy priorities.

Program managers at mission, clients and the HOM share responsibility for the resolution of issues relating to staff comportment.

- 5.0.2 For the management and direction of all program related activities, program managers are accountable to the headquarters of clients who will issue regular functional guidance.

All Canada Based Staff (CBS) and the Locally Engaged Staff (LES) are accountable to HOMs, through the appropriate program manager, according to the territorial accreditation of the HOM.

- 5.0.3 In conformity with the general management of the mission and in the context of mission operations, the HOM may, in consultation with the client, cancel or refuse leave requests in cases where leave requests hinder mission operations and the HOM has consulted with the client.

The HOM may review program expenditures, such as travel and hospitality, to ensure compliance to Government of Canada policies and coherence among Federal government programs.

The HOM is accountable for the management and control of the mission's financial resources, in the context of the *Federal Accountability Act*.

- 5.0.4 All mission personnel will serve as integral members of the mission to which they have been assigned, will keep the HOM informed of their activities, and wherever possible, through the applicable program manager, be available for assignment by the HOM to carry out temporary, special-duty functions in other program areas.

Clients will be expected to participate, as available, in crisis management and support business continuity in an emergency.

- 5.0.5 Clients recognize the need to make their staff available to the extent possible, to assist the mission in delivering Major Government of Canada Initiatives, e.g., Governor General and Prime Minister visits. The HOM is accountable for ensuring that the level of participation is determined through consultation with clients.

- 5.0.6 All mission personnel are responsible for adhering to Government of Canada and GAC directives, norms, processes, ethics, policies and standards applicable at the mission. These are included, but not limited to the ones listed in Appendix B.

GAC will make this information available to all mission staff and undertake to share new policies in a timely manner.

The activities of all mission staff shall be in accordance with the *Vienna Convention on Diplomatic Relations* and the *Vienna Convention on Consular Relations* (the *Vienna Conventions*).

- 5.0.7 Where issues of responsibility or liability arise with respect to any legal action, GAC and all clients involved are committed to working together, in consultation with the Department of Justice, to ensure both that any legal risk is minimized and that any issues are resolved in a cooperative and consultative manner.

- 5.0.8 GAC is accountable for the security at missions and will share mission Baseline Threat Assessments with concerned clients and program managers at missions, regularly. The GAC Chief Security Officer (CSO) will arrange for secure briefings with concerned clients when significant changes to a mission's security posture are undertaken that may affect the client.

- 5.0.9 The HOM is accountable for the proper management of the human, financial, and physical resources of the mission. Specific responsibilities are addressed in other sections of this MOU. This accountability will be reflected in the respective performance agreements.

- 5.0.10 The provisions of this MOU will be effective as of April 1, 2021, or at the date of their signature,

whichever date is earlier.

This MOU supersedes any previous MOUs between the clients on the subject of operations and support at missions.

6.0 HUMAN RESOURCE MANAGEMENT

- 6.0.1 This section pertains to the management and administration of Government of Canada human resources working at missions; the general provisions for the management of these resources; and the details specific to the selection, preparation and training of:
- a. CBS and their eligible dependants (Sub-section 6.2); and
 - b. LES (Sub-section 6.3).
- 6.0.2 For the purposes of this section, common services provided by the mission:
- a. Extend to CBS personnel either working at the mission or in a Satellite Position Abroad, who are granted diplomatic or consular privileges and immunities;
 - b. Extend to LES working at the mission;
 - c. Extend to personnel whose positions are funded through Supplementary Resources; and
 - d. Extend to CBS eligible dependants.

6.1 PROVISIONS APPLYING TO ALL MISSION STAFF

- 6.1.1 All clients that are signatories to this MOU endorse the application of the people management principles of the Government of Canada as they apply to the effective management of all human resources at missions.
- 6.1.2 Clients delivering programs abroad recognize that, in order to foster the team environment at the mission that is necessary for the effective representation of the Government of Canada abroad, their representatives are part of a productive, principled, sustainable and adaptable workforce at the mission. The clients and their representatives share common mission workplace goals intended to ensure:
- a. Fair employment and workplace practices and effective labour relations;
 - b. Clear direction, collaboration, respect and support for employees' linguistic rights, diversity and personal circumstances, in order for them to fulfill their mandate; and
 - c. A healthy and safe, physical and psychological environment.

For non-federal organizations, the CBS will have a diplomatic/consular designation, agreed upon by GAC and the client, through an exchange of letters at the time of the nomination of the CBS. The CBS will hold themselves out only by the agreed upon diplomatic/consular designation or by their operational title assigned by the client. The CBS will act as a representative of the non-

federal organization at all times and not of the Government of Canada. Therefore, all services and communications provided by the CBS will represent the client's program and will not be federal in nature.

- 6.1.3 Conduct Abroad: The activities of all mission staff will be in accordance with the *Vienna Conventions*. The *Values and Ethics Code for the Public Sector* governs the conduct of clients.

In addition, CBS and their eligible dependants have a responsibility to ensure that their conduct is at all times exemplary and upholds the Government of Canada's good reputation abroad, as outlined by the *Code of Conduct for Canadian Representatives Abroad (Conduct Abroad Code)*.

The responsibilities of CBS, their eligible dependants, and LES, as outlined above, apply at all times.

Where additional requirements exist, they are set out in the client-specific annex.

- 6.1.4 Mission Management and Operation: Clients, their program managers, CBS and LES will contribute to the effective and efficient management and operation of the mission, through activities such as serving on CMM and other mission governance and operational committees. This includes participating in common mission duties. Program managers will be consulted regarding their staff's participation in common mission duties. However, this participation should not have a negative impact on the delivery of the client's program.
- 6.1.5 The Government of Canada has the duty, as stated in the *Official Languages Act*, to ensure that any member of the public can communicate with and obtain available services in either official language (English/French). Should an instance occur where the CBS or LES is asked to provide communications or services that lie outside their scope of responsibility, including but not limited to providing communications or services in either of the Government of Canada's official languages, the CBS or LES will refer the requestor to an officer who will be able to respond within a reasonable time. The CBS or LES in this case, will only refer someone to another officer outside of their program on an exceptional basis and when another employee within their program is not available.
- 6.1.6 Official Activities Requiring Support: Clients recognize that there may be exceptional situations where mission operations may require assistance from client programs. Upon HOM's request, clients will make best efforts considering their program objectives to assist in areas of mutual interest such as Canadian governmental initiatives, including visits by the Governor General and Prime Minister, business continuity and mission emergency planning, etc. Such situations will be discussed in advance at CMM. In case of a disagreement, the client HQ will also be involved in the discussions. However, all clients will work together to identify opportunities for efficiencies in such official activities.
- 6.1.7 The degree to which Official Visits affect mission staff will vary with the size of the mission and

will be subject to consultation through the CMM. For situations such as visits by Ministers or senior officials of clients, the visiting client will fund all costs related to the visit.

6.2 PROVISIONS APPLYING TO CANADA BASED STAFF AND THEIR ELIGIBLE DEPENDANTS

6.2.1 CBS Selection and Preparation (Including Preparation for their Eligible Dependants)

6.2.1.1 CBS Position Creation: When new CBS positions are created at missions, the duration of the positions abroad will normally be considered indeterminate. The headquarters of the client will recommend the classification level of the new position, and request the creation in accordance with the *Framework for Planning and Managing Change to the Network*

6.2.1.2 Clients will initiate the assignment action and nominate CBS to missions. They will seek the agreement of the HOM through GAC and must receive concurrence before the assignment, extension or early termination of assignment is confirmed.

CBS and their dependants will generally not be accepted for postings to missions abroad if they are not eligible for privileges and immunities. Most states will not accredit their own nationals or permanent residents, and many states will not recognize common-law or same-sex dependants as spouses. Clients are responsible for ensuring that candidates clearly indicate whether they or their accompanying dependants possess a second nationality and whether they are in a common-law or same-sex relationship. Clients must advise GAC if the candidate's personal circumstances may make the candidate or his or her dependants ineligible for privileges and immunities so that GAC can assess the candidate's eligibility for the posting.

If the HOM were to refuse a CBS candidate, it should be discussed in advance with the client HQ.

6.2.1.3 Clients are responsible for ensuring that their candidates for positions at missions and their eligible dependants receive medical clearance from Health Canada or a Health Canada approved provider. This requirement will not apply to Crown Corporations and non-federal organizations until such time as a process can be developed which will allow these organizations to obtain medical clearance from Health Canada or a Health Canada approved provider. The non-application of this requirement in the interim will in no way affect the legal duty that is owed by the Crown Corporations or non-federal organizations to their employees or impose an additional duty of care on GAC. Therefore, in the interim, Crown corporations and non-federal organizations must ensure that their candidates receive medical clearance from an appropriate registered medical practitioner (i.e. maintain the existing practice). Duty of care refers to the Canada Labour Code that dictates that the employer has a general duty of care to ensure that the safety at work of every employee is protected.

- 6.2.1.4 The client CBS will be a Canadian citizen and the client will ensure that the CBS has Federal Top Secret security clearance before their assignment to Mission.
- 6.2.1.5 In accordance with international conventions and GAC's policies and guidelines, GAC will as applicable:
- a. Request the issuance of diplomatic or consular status for all CBS and their eligible dependants;
 - b. Obtain applicable cross-accreditation; and
 - c. Secure necessary visas.
- 6.2.1.6 Pre-posting training directly related to GAC programs is the responsibility of GAC. Other pre-posting training is available on a cost-recovery basis.
- 6.2.1.7 Clients agree to apply GAC's spousal employment policy to spouses and eligible dependants of CBS personnel or of any other employee posted at missions.

6.2.2 *CBS Management and Administration*

- 6.2.2.1 Program managers are accountable for the human resources management of CBS reporting to them, according to their respective departmental delegated authorities and as confirmed in section 5 (Accountability) of this MOU. This includes work assignment, overtime and leave authorization, performance management and feedback, informal conflict resolution, learning plans and professional development, and participation in common mission duties.
- 6.2.2.2 CBS posted at missions remain employees of and the managerial responsibility of the client, unless otherwise agreed to with GAC. In certain situations, such as when a secondment arrangement is in place, the managerial and supervisory responsibility may rest with a representative of another client.
- 6.2.2.3 The client will ensure, as a condition of assignment at the mission, that the CBS and their eligible dependants have appropriate insurance (including medical coverage, workers' compensation, emergency medical care and evacuation) for the duration of the assignment that is also flexible for upgrade, should it be required.
- 6.2.2.4 The client will ensure that its CBS is aware of vaccination requirements and other medical prophylactics recommended by health officials before the CBS and eligible dependants relocate to the mission.

The client may request that GAC provide vaccinations to its CBS and eligible dependants. These services are based on availability and on a cost recovery basis

- 6.2.2.5 **CBS Overtime:** In accordance with sound management practices, all overtime, with the exception of overtime performed to respond to an emergency, must have prior approval. A program manager may request overtime of CBS for program-related activities in accordance with the relevant collective agreements, departmental policies and the *Directive on Delegation of Spending and Financial Authorities*.

Program managers who oversee staff from another client must seek prior approval from the client for authorization of CBS overtime. If the client's approval is not sought or provided, the requesting client will be responsible for paying the costs of the overtime in question.

- 6.2.2.6 **CBS Program Manager Performance Management:** When program managers are assigned abroad, clients remain responsible for their performance management. When preparing the performance evaluation, the client will seek HOM input into the performance evaluation.

In these cases, it remains the decision of the program manager's department whether or not to include these comments in the performance evaluation. The HOM may request a copy of the performance evaluation from the client headquarters. However, it will be up to the client's discretion to provide a copy.

- 6.2.2.7 **CBS Performance Management:** CBS are employees of the client and are subject to their client's human resource requirements for performance management.

It is recommended that the HOM or program managers submit comments for inclusion in the performance management exercise.

Similarly, when a client's employee supervises an employee from a different client, the supervisor may submit objectives and comments for inclusion in the evaluation. It should be noted, however, that the client linked to the employee has the discretion to determine if the supervisor's comments should be included.

- 6.2.2.8 **CBS Investigation of Misconduct and Wrongdoing:** In the case of CBS, both the clients and the HOM are responsible for ensuring a consultative and coordinated investigation and response to any misconduct or wrongdoing. The HOM will seek advice and direction from the appropriate headquarters units of GAC, the home client of the employee, and any other implicated department, for internal investigations of wrongdoing involving any mission CBS. The HOM will always take into consideration the advice of all concerning parties before making a final decision. All situations of wrongdoing will be reported to GAC and the client CSO.

If the outcome of the investigation confirms wrongdoing, the HOM is accountable for ensuring that the wrongdoing is dealt with in accordance with relevant Canadian

legislation, with international law as it pertains to sovereign immunity, with the criminal or civil laws of the country of accreditation (if immunity is waived), and with the Vienna Conventions.

While all investigations will be collaborative and coordinated, the lead will fall into two categories: program-related and security-related. For program-related investigations, which require specific knowledge of business processes and relevant legislation, the department responsible for the program best leads these investigations.

Given the interrelationships present in the mission environment, the GAC CSO, in consultation with the client CSO will lead security-related investigations, will be kept informed regarding program-related investigations and may decide to lead a concurrent security investigation.

The HOM will decide whether to terminate the assignment of the CBS, subsequent to consultation with all concerned departments.

If required, clients are responsible for the disciplinary action of their CBS in accordance with the delegated authorities.

- 6.2.2.9 When GAC opens an investigation into an allegation of misconduct of a CBS threatening mission operations, the HOM will notify the relevant client and will follow appropriate GAC investigation procedures. The client may choose to initiate its own investigation into the allegations of misconduct from an employment/discipline perspective.
- 6.2.2.10 Conversely, when the client opens an investigation into an allegation of misconduct of a client CBS affecting employment/disciplinary matters, the client will notify the HOM, who may choose to initiate his/her own investigation into the allegations of misconduct from a mission operations perspective.

While GAC and the client will respectively lead on investigations pertaining principally to Mission operations or employment/disciplinary matters, it is recognized by GAC and the client that the same Allegations of Misconduct may require investigation and action by both, GAC and the client.

In the course of any investigation and should the allegations of misconduct of a client CBS warrant it, the HOM and the client may require that the CBS be temporarily directed not to report to work at the mission pending the outcome of an investigation.

- 6.2.2.11 Should any investigation result in confirmation of the allegations of misconduct of a client's CBS:
 - a. The HOM retains the ability to impose on the client CBS, at any time, any non-disciplinary measures;

- b. The HOM retains the ability to terminate at any time the assignment of the client CBS at the Mission; and
- c. The client retains the ability to take any disciplinary action with respect to its CBS at any time.

6.2.2.12 The HOM's authority includes the ability to concur or refuse to concur with the nomination of any CBS to the mission. This authority includes the ability to terminate a CBS assignment by rescinding that concurrence at any time, for reasons including, but not limited to, those related to section 5.0.6, and after consultation with the client concerned. When appropriate, the HOM will first request the client to recall its CBS instead of terminating the assignment.

In all instances where the HOM refuses to concur with a CBS nomination or where the HOM wishes to terminate an assignment, the HOM will consult with the client and will provide written reasons for the refusal or termination. The client will have the opportunity to respond to HOM concerns with further information before this decision becomes final.

6.2.3 CBS Training

- 6.2.3.1 Foreign Language Training: When the home client approves foreign language training for the CBS and eligible dependants, GAC may make the necessary administrative arrangements. The home client shall pay for the training and related costs.
- 6.2.3.2 GAC will provide training to client CBS on issues and procedures specific to the mission. GAC may offer other training to client CBS on a cost recovery basis and upon request.

6.3 PROVISIONS APPLYING TO LOCALLY ENGAGED STAFF

6.3.1 LES Selection

- 6.3.1.1 The duration of new LES positions created at missions will normally be indeterminate. The headquarters of the client will recommend the classification level of the new position, in consultation with the LES Corporate Classification Unit and in accordance with the *Framework for Planning and Managing Change to the Network*.

The client will prepare the LES job description using GAC-provided templates. Where possible, GAC will also provide a generic job description.

GAC will review and classify the job description in consultation with the client and according to GAC's classification directives. GAC will ensure relativity of the classification between all LES globally.

- 6.3.1.2 LES Staffing: The mission will initiate staffing of vacant LES positions at the request of the respective program manager. A committee established by the mission will select the qualified candidate. This committee will be chaired and selected by the hiring client. If this is not possible, a selection committee at mission will be established and the views of the client that created the position will be sought. The client's concurrence with the choice of incumbent will be sought before an offer is made.

The hiring program manager determines the needs of their program and the development of the staffing tools to meet those needs. The Management Consular Officer (MCO)/Mission Administration Officer (MAO)/ Common Service Delivery Point (CSDP) will ensure that the process and results meet all requirements under the LES Employment Regulations and directives governing the LES.

The HOM is the delegated authority for signing the letter of offer (Program managers to be consulted).

- 6.3.1.3 When a client, in conjunction with GAC, determines that it requires a dedicated LES driver who is not included within the mission complement of pooled drivers, the driver will be engaged at the expense of the requesting client.

6.3.2 *LES Management and Administration*

- 6.3.2.1 GAC is the employer of record and responsible for the overall Human Resources Management Framework, which is composed of the *LES Employment Regulations*, Treasury Board Locally Engaged Staff Policy and the *LES Terms and Conditions Regulations*.
- 6.3.2.2 GAC will provide human resources management of LES, including:
- a. Administrative services related to: classification requests such as creation, update and reclassification of positions; labour relations advice; and staffing of LES positions;
 - b. Proceedings to obtain and maintain reliability status or security clearance, which will take into consideration the particular requirements of a client related to reliability or security;
 - c. Conducting annual review of LES salaries and cyclical review of benefits;
 - d. Management of pension and insurance plans;
 - e. Calculation of termination allowances and separation packages including severance and pension entitlements; and
 - f. Provision of a performance management program (PMP).
- 6.3.2.3 The administration of LES is undertaken in accordance with the *Locally Engaged Staff Employment Regulations*, the *Treasury Board Policy for LES*, as well as the country-specific *Terms and Conditions of Employment for Locally Engaged Staff*. LES will comply with the

Values and Ethics Code of the Public Sector, GAC and client-specific standards of conduct and conflict of interest guidelines.

- 6.3.2.4 LES Position Reclassification: Clients recognize that position reclassification is not a mechanism for reward but rather a system that determines, in an equitable, consistent, and transparent manner, the relative value of a position locally and ensures global consistency. Classification is based on formally assigned duties.
- 6.3.2.5 LES Rates of Pay: In accordance with the Treasury Board Policy for Locally Engaged Staff and the *LES Terms and Conditions Regulations*, GAC determines and administers all LES rates of pay and employee benefits packages.
- 6.3.2.6 LES Overtime: The mission is responsible for determining the budget allocation of overtime funds based on each program's contribution. The mission is also responsible for the monitoring and reporting on the use of the funds.

Program managers are responsible for ensuring that LES overtime is preauthorized and conforms to mission Terms and Conditions of employment.

Preauthorization includes consulting their program budget to ensure that there are sufficient funds before committing to pay any overtime. Expenditures that exceed one program's overtime budget shall not negatively affect other clients' access to overtime salary amounts included in their own position funding.

Allocation of overtime budgets will be discussed at the CMM no later than April 30th of the fiscal year.

For Crown corporations and non-federal organizations, funding for LES overtime is not managed by the mission. All expenditures in reference to LES overtime will be charged to the client's permanent advance account.

- 6.3.2.7 LES Performance Management: The program manager or other responsible supervisor will prepare the annual performance appraisal and review for LES. When the program manager or other supervisor is from a different client, then the input and concurrence of the client funding the LES position will be sought.
- 6.3.2.8 LES Investigation of Misconduct and Wrongdoing: In the case of LES, both the client and the HOM are responsible for ensuring a consultative and coordinated investigation and response to any misconduct and/or wrongdoing.

The HOM will seek support and guidance from the appropriate headquarters units of GAC, the client headquarters of the employee, and any other implicated department, for internal investigations of misconduct and/or wrongdoing involving, any mission LES.

Investigations will be collaborative and coordinated; the lead for investigations will be determined based on whether the issue is program based or security related.

Investigations requiring a thorough knowledge of the Program's processes, procedures and relevant legislation will be led by the program. Given the interrelationships at mission, situations of wrongdoing pertaining to security will be reported to the GAC CSO.

- 6.3.2.9 Prior to taking corrective action, the HOM will consult with the client and the Bureau responsible for LES to ensure that the corrective action in consideration is consistent globally and conforms to the TB Policy for LES and the Directive on Labour Relations and Recourse.

Termination of LES will be in accordance with Treasury Board Policy for LES, *LES Terms and Conditions of Employment*, the Labour Relations and Recourse Directive and to the extent feasible in accordance with local labour laws. Amounts paid to terminated employees, as a result of layoff, that are above the established Mission's Terms and Conditions of Employment, as well as any related legal costs, will be borne by the client initiating the termination. As the employer, GAC will manage the termination process and will be liable for its actions in the termination process.

- 6.3.2.10 The costs of termination (related to severance) of any Crown corporation or non-federal organisation LES will be pro-rated between the different mission programs according to the time the employee worked for each program. The Crown corporation or non-federal organisation will pay a proportion of termination costs according to the time the employee worked for that program.

- 6.3.2.11 Emergency Employment: Under the current costing methodology, Emergency Employment is considered a Supplementary Resource. Until this profile is fully implemented the following will apply:

When emergency LES are required for the delivery of temporary program-specific initiatives, the responsible program will cover the charges for the direct salary and other related costs such as benefits and overtime.

The responsible program may also be charged for the associated incremental common services costs

- 6.3.2.12 When for any given reason a funded position becomes vacant for a specified period of time (i.e., leave of absence), a temporary appointment to fill that position should be considered. The term appointment will be funded from the authorized program position base.

This does not preclude using vacant position base funding to hire casual employees, or to offset overtime requirements for remaining LES, where that program determines that this

is an effective temporary staffing strategy.

6.3.3 LES Training

- 6.3.3.1 All training provided to LES will be in accordance with the *Locally Engaged Staff Learning Guide (LES Learning Roadmap)*. Program-specific training for LES staff is the responsibility of the client and will be at its expense, including any related travel expenses.
- 6.3.3.2 GAC offers learning and career development to all LES. The specific program funding the position is responsible for any related travel expenses. GAC's annual course schedule is made available each year to all missions and clients. GAC will inform clients of any changes to the corporate training budget that affect the availability of GAC corporate training and career development of LES positions funded by the client.

7.0 FOREIGN SERVICE DIRECTIVES ADMINISTRATION & ADVISORY

- 7.0.1 FSDs: CBS are governed by the FSDs, with the following exceptions:
 - a. The Military Foreign Service Instructions (MFSIs) govern military personnel;
 - b. Where clients have implemented other allowances or provisions; and
 - c. Where clients have chosen to administer their own FSDs

The interpretation of the application of the FSDs will rest first within GAC, the appropriate foreign service interdepartmental coordinating committees and then ultimately the National Joint Council. In cases of alleged misinterpretation or misapplication arising out of the FSDs, the appropriate grievance procedure should be followed. The administration of the FSDs may be subject to future cost-recovery in accordance with TBS policy.

- 7.0.2 The Deputy Minister, GAC determines post rating levels on the recommendation of the Interdepartmental Hardship Post Committee based on information received from the Post Hardship Report and Rating Form. The form measures the level of hardship according to various factors such as isolation, recreation, health, personal security, cultural differences, environment, local transportation, and availability of food and clothing. The Hardship Post Rating Form is determined by the National Joint Council Committee on the FSD. The Interdepartmental Hardship Post Committee reviews the post rating levels every three years or as requested by the mission, due to significant changes in post conditions. The FSD Services and Policy Bureau is accountable to interpret, manage, and advise on the FSD allowances, benefits, and conditions of employment for all clients for which GAC is administering FSDs. It is the HOM's responsibility to ensure that the information submitted in the Hardship Post Rating Form accurately reflects the conditions at post.

8.0 PROGRAM DELIVERY SERVICES

- 8.0.1 The Participants will work together to identify opportunities for efficiencies in contracting, procurement and program activities.

8.1 PROCUREMENT/ACQUISITION SERVICES

- 8.1.1 GAC is responsible for the acquisition, repair, refurbishment, or replacement and disposal of standard office and residential furniture, furnishings, and equipment according to schedules identified in the *Materiel Management Manual*. Any standard furniture, furnishings, and equipment funded by a client will remain in the custody of GAC.
- 8.1.2 Clients are responsible for the repair, refurbishment or replacement of the non-standard, client-specific items that were supplied by the client or acquired at their special request, including but not limited to non-standard, client-specific file or other storage equipment, office furnishings, printers, televisions or cameras. GAC will return to clients any remaining funds from the disposal of such client funded items.

Clients are to provide GAC, on a yearly basis, a complete inventory listing of non-standard items held at the Chancery.

- 8.1.3 Upon request, GAC will facilitate (but not directly manage/oversee) the repair, refurbishment or replacement of said items, only where GAC has a pre-existing relationship with a service provider that can assist; clients are responsible for any resulting costs. Should clients decline to use such pre-existing contacts, clients are responsible for finding and making arrangements with other service providers.

8.2 STATIONERY & OFFICE SUPPLIES

- 8.2.1 GAC will maintain an inventory of Basic Office Supplies at missions for the ready use of mission staff. "Basic Office Supplies" being defined as those that are used by the vast majority of staff at the office (ex. pens, paper, staples), or those items commonly used/standard in an office environment (ex. file trays, white-out). What is supplied may vary from mission-to-mission based on local requirements/practices.

GAC will charge office supplies intended for the exclusive use of any program directly to the program. If necessary, a request by a program for specific or special supplies may be discussed at the CMM.

- 8.2.2 GAC will provide printing, postal, and local and international courier services for regular program administrative requirements. Any program-specific change in requirements will be

identified at the CMM and may be subject to cost recovery.

8.3 CONSULTATION AND NOTIFICATION OF CHANGES

8.3.1 This section deals with the adjustments to representation abroad and the notification period necessary for informing the clients involved in the process.

8.3.2 *Adjustments to Representation Abroad*

8.3.2.1 Adjustments to representation abroad will be based on the Government of Canada's policy objectives, in addition to the priorities of individual clients.

8.3.2.2 When creating, reclassifying or otherwise adjusting positions abroad, e.g., term to indeterminate, clients will refer to the *Framework for Planning and Managing Change to the Network* that outlines the planning, consultation and approval process and timing for adjusting clients' representation abroad. GAC may consider out-of-cycle adjustments.

8.3.2.3 Following approval and agreement on costs, implementation of adjustments will be contingent on a transfer between GAC, SSC and clients of mutually agreed funding.

8.3.2.4 Clients will be responsible for the revision of their inventory of vacant positions on an annual basis, prior to the Annual Consultation process, and will advise GAC of their intent to delete or maintain such positions.

8.3.3 *Notification Period*

8.3.3.1 In accordance with the *Framework for Planning and Managing Change to the Network*, clients will advise GAC in writing of any planned CBS or LES position changes and will follow the process identified in the annual call letter. GAC will consolidate all requests and consult with all clients before finalizing the positions. This consultation meeting normally takes place six to seven months prior to the fiscal year in which the changes are to be implemented.

8.3.3.2 Procedural or operational changes by a client that have implications for common services, including adjustments to the Government of Canada's network abroad through mission openings and closures, will be brought to the attention of the affected clients prior to the implementation of the change, with appropriate lead-time for planning purposes. All formal notifications take place at the IWGCSA.

8.3.4 *Audit and Inspection*

8.3.4.1 The objective of internal audits is to assess the effectiveness of management controls at GAC. As such, some audit work may be conducted at missions and clients may be requested to support the audit function, particularly those concerning the quality of service received, such as collaboration and integration within the mission. The results of audits will be posted on the GAC internet site.

8.3.4.2 GAC's Mission Inspection Division's primary focus is to provide an independent objective assessment of the performance and coherence of mission operations and programs by examining leadership, management practices and compliance with policies and regulations. Clients who may be affected by the outcome of the inspection will be debriefed during this process.

8.3.4.3 The audit and inspection of a client's program at mission is conducted by that client in coordination with GAC.

For Crown corporations and non-federal organisations (e.g. Provinces and Territories), the client HQ is responsible for the inspections concerning their client programs abroad. However, the client may request to collaborate with GAC as needed.

8.3.4.4 Clients initiating an audit or inspection will provide full briefings to other clients, as appropriate, both prior to and following the audit or inspection process.

Clients will share their respective mission audit and inspection plans with GAC annually, on a need to know basis.

8.4 SERVICES OUTSIDE MISSIONS

8.4.1 For CBS, who have diplomatic or consular accreditation, and are working abroad outside the mission city, GAC may provide support services, including administration of the FSDs, where agreed. To facilitate arrangements, GAC will endeavour to develop and apply common services packages, subject to modification for local regulations and conditions.

For LES, who are working abroad outside the mission city, GAC may provide support services where agreed. To facilitate arrangements, GAC will endeavour to develop and apply common services packages subject to modification for local regulations and conditions.

9.0 PROPERTY

9.0.1 This section pertains to the management of mission office and residential space. In accordance

with the costing methodology, GAC will manage property changes within the budget allocated through cost recovery and identified in the Common Service Catalogue.

Program-specific dedicated space is subject to direct cost recovery. It is excluded from the costing methodology and will be dealt with on a case-by-case basis according to terms agreed between the client and GAC.

9.0.2 GAC will provide management services for property abroad.

9.1 OFFICE ACCOMMODATION

9.1.1 GAC is responsible for the acquisition, upkeep, renovation, and disposal of mission office facilities. GAC will provide office space in accordance with the *GAC Property Management Manual*. All programs of clients are entitled to equitable space allocation, subject to availability.

Clients may request additional space at the Mission. If additional space should become available, GAC will consult all programs to determine the needs of each before allocating additional space.

9.1.2 Clients will not make any changes to the office space without expressed permission from GAC. Clients will be responsible for the costs of any approved changes and for the cost to restore the modified office space to its original condition, fair wear and tear excepted.

9.1.3 GAC will charge any program-specific and/or exceptional requirements directly to the client requesting the special facility and related services.

9.1.4 Based on the scale and complexity of the project, GAC will consult the client's program manager at mission or their headquarter representatives to confirm operational needs and accommodation requirements during the planning and implementation of mission property projects. GAC will obtain decisions and approvals from the client representative designated as having decision-making authority.

9.2 RESIDENTIAL ACCOMMODATION

9.2.1 GAC is responsible for the acquisition, upkeep, renovation, management, and disposal of residential accommodation, except where staff rent Privately-leased Accommodation, in accordance with the *GAC Property Management Manual* and FSD 25 (Shelter). All clients agree to respect the rent ceilings and related mission policies for all Privately-leased Accommodation.

9.2.2 GAC maintains an appropriate mix of housing at missions with Crown-managed inventory, in accordance with the *GAC Property Management Manual*. GAC (or Crown)-managed residential

accommodation will be put in a pooled inventory. The mission housing committee will recommend assignment of residential accommodation for HOM approval, in accordance with FSD 25.

10.0 TRANSPORTATION SERVICES

- 10.0.1 GAC will provide transportation to conduct government business. All clients will have access to transportation services at the mission, in accordance with the provisions under Mission Fleet Management Guidelines and Mission Transportation Policy. All government-owned vehicles at missions, including priority vehicles are placed in a vehicle pool and do not belong to any program, with the exception of specific vehicles assigned to the HOM or, under separate agreement, to other program personnel.
- 10.0.2 Where GAC security assessment dictates, GAC provides armoured vehicles to conduct official business.
- 10.0.3 GAC is responsible for the acquisition, daily operations, maintenance, disposal, and replacement of mission vehicles. This does not include specific dedicated or priority vehicles acquired under a separate agreement.
- 10.0.4 GAC will arrange and pay for standard third-party liability insurance for all mission vehicles. The mission will also pay for costs associated with accidents involving mission vehicles (during authorized use), except for third-party claims, where paragraph 5.0.7 would apply.
- 10.0.5 Any pool vehicle funded by a client at a mission is under the custody of GAC. Vehicles will remain in the mission pool with access priority residing with the funding client, subject to the mission transportation policy.
- 10.0.6 Clients may purchase vehicles for their dedicated use, including armoured vehicles, under a separate agreement with GAC. Except for third-party claims, the client is responsible for all costs related to the ownership and operation of the vehicle, including, but not limited to, insurance, maintenance, parking costs, consumables (including fuel and oil), repairs, disposal and, if required, replacement. GAC will arrange for standard, third-party insurance. GAC will return to clients any remaining funds from the disposal of client funded vehicles.
- 10.0.7 The purchase of armoured vehicles will be done in consultation with the GAC Physical Security Abroad Division to ensure that the purchase conforms to GAC standards.
- 10.0.8 Clients are required to abide by GAC regulations and mission transportation policy pertaining to the operation of armoured vehicles.
- 10.0.9 The disposal of armoured vehicles licensed through missions must comply with laws and policies

of the Government of Canada in addition to any applicable GAC policies and procedures and must clear through the GAC Physical Security Abroad Division.

11.0 SECURITY SERVICES

- 11.0.1 This section pertains to the management of security services provided at missions abroad. This includes security planning, preparation, and administrative services, as well as physical security, personal safety services and emergency management at mission in accordance with GAC security policies in effect.

In preparation for, and in the event of an emergency occurring within a mission's territory, clients, their program managers, CBS and LES will contribute to the effective and efficient management and operation of the mission through activities such as planning, training and, depending on the extent of an emergency, the active participation and support of all mission staff.

11.1 INFORMATION MANAGEMENT AND CONTROL

- 11.1.1 All clients are responsible for appropriate information and records management, and storage in accordance with the Government of Canada's *Policy on Service and Digital and the Directive on Service and Digital* and its related policies and directions.

Personnel of clients will also manage their respective organization's records information holdings according to their internal policies and procedures and will control access to and management of these records in accordance with the Government of Canada laws and regulations as well as relevant policies, directives and standards as established by TBS.

GAC and SSC are responsible for providing reasonable and adequate facilities for secure storage of program-related information for clients at missions to satisfy Government of Canada standards and policy requirements.

Responding to access to information, litigation and security investigation requests is the responsibility of the program staff that generates the records, including searching for information and completing submissions. GAC and SSC are to provide technical assistance to clients to facilitate the transfer of information from GAC systems to the Client headquarters.

12.0 INFORMATION MANAGEMENT AND INFORMATION TECHNOLOGY SERVICES

- 12.0.1 Introduction and Scope: Collectively, GAC and SSC are responsible for providing a global telecommunications infrastructure for the international network of the Government of Canada,

with worldwide access 24/7.

GAC is responsible for being the IM/IT business intake point of contact for all clients.

GAC and SSC will maintain a current list of common services and make an updated list available to signatories of the MOU, by presenting an annual report to the IWGCSA. As the mandates of GAC and SSC evolve, the service provider responsible for a specific IT service may change.

Local conditions will determine the exact mix of services. The infrastructure includes the capability of safeguarding protected and classified information that is processed, stored, and transmitted worldwide, in accordance with the Order in Council, the TBS *Policy on Government Security*, and the corresponding TBS Directive on Security Management.

Due to the shared nature of the IM/IT infrastructure, it is essential that all signatories to this MOU respect to the principles of:

- a. Upholding confidentiality, integrity, and accessibility of information assets and holdings; and
- b. Managing the introduction of new technologies to ensure interoperability and the overall integrity of the international platform

12.0.2 All information in the custody or under the control of a Province or Territory (as applicable) is subject to applicable laws of that jurisdiction relating to access to information and protection of privacy.

12.0.3 Consultation: Clients recognize that IM/IT systems evolve rapidly and that the associated pressures of rapid technological changes have an impact on all programs delivering services at missions. Clients, GAC and SSC are committed to continuously evaluating and evolving their technology and to consulting each other on planned technology changes in a timely manner through established governance structures.

Changes to client applications or systems will be brought to GAC / SSC Change Management Office via GAC Regional Deputy Directors for IT for assessment by technology owners, with appropriate lead time to discuss additional service arrangements on significant system changes, acquisitions, installation and support, and to ensure compliance with the existing environment

12.0.4 Service Provisioning and Standards: GAC and SSC will provide all programs with access to the same level of service within each mission. They will develop and maintain a cost-effective IM/IT architecture reflected in the Service Delivery Standards (Appendix D) by setting the standards for hardware, software, and connectivity and associated support and by developing procurement specifications, in consultation with clients and taking into consideration the requirement for appropriate lead times.

The Service Delivery Standards define provisions of user equipment, applications, connectivity

and associated support, and identify mission specific variations.

GAC and SSC may implement client-specific requirements for IM/IT solutions on a cost recovery basis.

- 12.0.5 System Architecture: Clients will adhere to the developed hardware and software specifications, configurations and procedures, as set out by GAC and SSC.

Clients are responsible for their own client-specific systems and applications and for funding the costs associated with supporting program-specific functionality or new programs or projects.

- 12.0.6 Program-Specific IM/IT Requirements: Clients will identify the anticipated impact of their program-specific IM/IT requirements including the effects of additional users, changes in software or new demands on the network, in consultation with GAC and SSC through the GAC Regional Deputy Director for IT.

Program-specific hardware, software, and requirements for associated services are the responsibility of the client. The client will abide by GAC and SSC *Security Policies and the Policy on Government Security*. GAC and SSC and the requesting client will jointly assess applicable costs, which will be based on comparative analysis and evaluation between existing and increased functionality.

Correspondingly, with respect to their client-specific systems, clients acknowledge the need to keep abreast of technological advancement and life cycle practices. GAC, SSC and clients will work together to ensure system compatibility is maintained to the extent possible as technology evolves. GAC and SSC will advise clients of planned technological changes by reporting these to the IWGCSA before they are implemented, or as soon as possible in the case of an unforeseen or emergency change. Clients are then responsible for ensuring that their own systems are compatible with the planned technological changes.

Client-specific hardware and software can only be connected to the system architecture if they have received certification in accordance with GAC's and SSC's IM/IT approval processes and service standards.

- 12.0.7 Procurement and Asset Management: On request, and on a cost-recovery basis, GAC and SSC will provide procurement services and the use of GAC's and SSC's procurement instruments in support of standard hardware and software purchases, in accordance with the GAC Materiel Management Manual or SSC processes. On the same basis, GAC and SSC will provide deployment assistance, including shipping, tracking, installation, and set-up.

IM/IT equipment at the mission that is funded by a client and procured by GAC and SSC will remain under the management of GAC and SSC, accordingly. Disposal of IM/IT equipment will follow directives as set out in Section 8.1.1, Materiel Management, of this MOU.

- 12.0.8 Connectivity: GAC and SSC will facilitate the network connections between clients at Mission and GAC headquarters. When clients require connectivity outside Missions, GAC or SSC will assist them, where feasible, on a cost-recovery basis.
- 12.0.9 Mobile Computing: Mobility tools required beyond the standard computing platform are the responsibility of the client at an additional cost.
- 12.0.10 Fixed Telecommunication Equipment: GAC and SSC are responsible for the provision and support of equipment required for the electronic transmission of voice, data, video conferencing, facsimile and/or other information, in accordance with service standards. The client is responsible for program-specific fixed telecommunication equipment requirements in excess of the standard.
- 12.0.11 Mobile Telecommunication Equipment: When it relates to the security at a mission, GAC and SSC are responsible for the provision of mobile wireless devices to CBS and their Eligible Dependants who do not have a SIGNET smartphone and service plan, or a personal smartphone and service plan that satisfies the mission's requirements for security. GAC is responsible for determining security requirements at Missions.

The mobile wireless device standard under this article is a basic smartphone that includes a voice calling, SMS/text, and cellular data plan that is adequate for the purpose of emergency contact with the mission and access to mobile applications as required by the mission security section.

If a CBS or eligible dependant incurs extra voice or data charges on their personal plan due to a security situation that affects the mission's territory, receipts may be submitted to the Common Services section for reimbursement.

In all other circumstances, the client is responsible for determining the need for such devices, with GAC and SSC responsible for financial controls and recovery processes as outlined in the operating protocol between GAC and SSC.

13.0 FINANCIAL ARRANGEMENTS AND COST RECOVERY

- 13.0.1 This section covers the financial issues related to doing business abroad. Where applicable, specific financial issues are dealt with in the appropriate individual sections or through client-specific annexes.

The mission finance section is intended to be used to support programs being delivered from the Mission. They are not meant to be used for clients travelling to the mission city, without a Supplementary Resource in place, or seeking assistance from a third location.

13.1 FINANCIAL MANAGEMENT GENERAL PROVISIONS

- 13.1.1 The TBS *Common Services Policy* governs the recovery of costs for the provision of common services to clients by GAC and SSC. The amounts charged by GAC and SSC are set to recover, but not exceed, the cost of providing common services. Charges for the services outlined in the *Common Service Catalogue* are applied equally to all clients

Exception: LES Salaries will be cost recovered separately.

13.2 FINANCIAL AUTHORITIES FOR REPRESENTATION ABROAD

- 13.2.1 When administering the program of another client or incurring expenditures for another client, GAC will administer funds in accordance with the TBS Directive on Charging and Special Financial Authorities.
- 13.2.2 For client departments, program managers or delegated authorities are responsible for exercising section 32 of the Financial Administration Act (FAA) (Certification that sufficient uncommitted balance is available before entering into a contract or other arrangement), and section 34 of the FAA (Certification that work was performed, goods supplied or services rendered) for their approved program budgets.

For Crown corporations and non-federal organizations (e.g. Provincial Governments), program managers or delegated authorities are responsible for exercising their own internal financial policies, directives and spending authorities, and affixing a signature or initials to all approved expenditures to be sent to GAC for payment. Mission will then sign section 34 on behalf of the Crown corporations and non-federal organizations (where so authorized) in order to process expenditure payments through GAC's financial management system.

All clients must establish adequate controls to ensure that they issue a specimen signature card or client-specific equivalent in accordance with their respective Delegation of Financial Signing Authorities. The process must ensure that the signatures of persons authorized to exercise authorities can be authenticated before or after the processing of a transaction. Clients will provide a copy of all specimen signature cards for their delegated officers to the mission upon assignment. GAC is responsible for the certification of section 33 of the FAA (Requisitions). Certification under section 33 requires that controls are in place and delegated authorities are provided.

- 13.2.3 Financial authorities must be exercised in accordance with client's *Delegated Financial Signing Authorities*. For financial authorities of clients, a Delegation Letter, signed by the client's Minister, may delegate these financial authorities to GAC.

13.3 BANKING SERVICES

- 13.3.1 The Receiver General for Canada is responsible for issuing all Government of Canada domestic and international payments. GAC has been granted special authorities to manage bank accounts abroad to support the conduct of diplomatic and consular missions as well as the duties of HOMs stipulated in sections 10 and 15 (2) of the Department of Foreign Affairs, Trade and Development Act.

Banking services provided abroad are meant to support missions' operations and must be in accordance with GAC special authorities, applicable laws (Including FAA), and with Generally Accepted Accounting Principles (GAAP) as set out in the TBS Government of Canada Accounting Guide. GAC will communicate with clients to provide guidance if changes in mission banking authorities and procedures are needed and/or are imposed by an international banking regulator, and are deemed to have an impact on clients' operations. Alternatively, clients are to consult GAC concerning any proposed changes in their program delivery that requires mission banking services to ensure compliance with GAC special authorities and procedures.

- 13.3.2 GAC purchases foreign currencies solely from recognized financial institutions within Canada or elsewhere.

13.4 CONTRACTING

- 13.4.1 For client departments, all contracts, supply arrangements and/or standing offers entered into at the mission must be in accordance with the *Financial Administration Act*, *Federal Accountability Act*, *TBS Contracting Policy*, *Government Contracts Regulations*, TBS directives, other applicable laws and the delegated contractual and financial signing authorities of clients. In addition, contracts, supply arrangements and/or standing offers entered into at missions must be recommended for approval by the appropriate contract review board, in accordance with GAC policies.

For Crown corporations and non-federal organizations, all contracts, supply arrangements and/or standing offers entered into directly by the Crown corporation or non-federal organization will be done in accordance with the client's internal financial policies, directives and spending authorities. Approval by the appropriate contract review board is not required.

13.5 REPORTING PROVISIONS

- 13.5.1 GAC will provide headquarter reports to clients as they are generated. These reports are listed in Appendix E, by type, title and frequency of publication. Clients will identify to

GAC which reports in Appendix E are of interest for planning purposes. GAC may revise this appendix from time to time in consultation with the IWGCSA. GAC will also present Director General level reports at the mid-year and year-end IWGCSA.

GAC will provide mission level financial reports (such as FINSTAT reporting) to client program managers, in order to support resource planning and budget management.

- 13.5.2 From the headquarters departmental accounting system and in accordance with the TBS Directive on Charging and Special Financial Authorities, GAC will provide to clients the accounting transactions related to the administration of their programs. GAC will also provide access to its financial management systems for the preparation of financial reports. For those clients without access to GAC's financial system, GAC will provide pre-established reports on a monthly basis.
- 13.5.3 As part of the *Departmental Results Framework*, GAC outlines, through the *Departmental Plan*, the planned activities and associated outcomes related to serving the Government of Canada abroad. Correspondingly, at the end of the annual reporting cycle, GAC reports on its accomplishments through the *Departmental Results Report*.

13.6 FINANCIAL TRANSFER PROVISIONS

- 13.6.1 For resources related to representation abroad, clients will provide GAC and SSC with agreed levels of funding prior to the delivery of common services, using the appropriate financial instrument.

For client departments, this will be accomplished through the Supplementary Estimates (SUPPs) and Annual Reference Level Update (ARLU) processes.

For Crown corporations and non-federal organizations, this will be accomplished through electronic wire-transfer or hardcopy cheque submitted to GAC's cashier office.

GAC headquarters may agree to cash-manage the requirements of a particular client, subject to written commitment of intent to proceed and to completion of funding through financial transfer processes.

- 13.6.2 In accordance with the TBS Directive on Charging and Special Financial Authorities, client departments may use an Interdepartmental Settlement (IS) when GAC is administering their programs or is incurring client-specific expenditures on their behalf. Client-specific expenditures are those which do not fall within the mandate of common services and which may include such items as travel, hospitality, driver overtime, and special events.

For Crown corporations and non-federal organizations, the client will provide a Permanent

Advance to GAC in an amount which both GAC and the client agrees to. This advance is used exclusively for the delivery of program-specific activities, and solely at the discretion of the client. This advance is not intended for the payment of Common Services. Notwithstanding future liabilities, the unused balance of the Permanent Advance will be refunded to the client upon termination of their representation at a mission.

- 13.6.3 When a client decides to reduce its program abroad, GAC and SSC will return net savings realized as a result of this decision to the client through the appropriate financial mechanism. Resource levels that GAC and SSC return to the client will represent the cost of services. GAC, SSC and the client associated with such decisions will agree on the net savings based on the methodologies endorsed by ADM Council at the time of the reduction.

- 13.6.4 GAC will reconcile the client accounts once *per annum*.

Client departments will reconcile their accounts through the SUPPS and ARLU funding mechanisms.

Crown corporations and non-federal organizations will have 60 days to reconcile their accounts upon receipt of GAC invoices.

Should no payment be received at the established time, remedial action such as; deletion of positions or a halt to implementation of position change requests of that client may occur.

The Director General of the Client Relations Division will reach out to their client counterpart to advise them of the possible action and way forward.

- 13.6.5 For client departments, LES positions that remain vacant for six consecutive months or longer will receive salary reimbursements for that period under the following conditions:
- a. The position vacancy must take place between April 1st and March 31st of one fiscal year; and
 - b. The request for refund must be provided to GAC 30 days before Supplementary Estimates B.

For Crown corporations and non-federal organizations, LES positions that remain vacant for three consecutive months or longer will receive salary reimbursements for that period under the following conditions:

- a. The position vacancy must take place between April 1st and March 31st of one fiscal year; and
- b. The request for refund must be provided to GAC by January 31st.

13.7 CHARGES FOR COMMON SERVICES AT MISSIONS

- 13.7.1 The charges outlined in this section apply equally to programs and incremental positions of all clients, as outlined in the Common Services Catalogue.

Common service costs will be rebased each year based on actual expenditures of previous years, projections by common service providers of funding required for future years and incoming funds from TBS. All common service costs will be presented to ADM council for review and endorsement.

14.0 RESOLUTION / REVIEW / AMENDMENTS

- 14.0.1 This section deals with the resolution of disagreements, review and amendment procedures related to this MOU.

14.1 RESOLUTION OF DISAGREEMENTS

- 14.1.1 Disputes or difficulties arising at the mission level will be reviewed by program managers at the mission level, and, if appropriate, presented to the CMM and/or referred directly to the HOM.

Unresolved disputes or difficulties will be referred to the GAC Client Relations Division and the applicable client headquarters' unit for resolution.

- 14.1.2 Issues pertaining to the general implementation of this MOU are referred to the Client Relations Division and client headquarters. If required,

If required, clients or the Client Relations Division (with prior notice given to the client) may bring issues to the attention of the IWGCSA.

- 14.1.3 Disputes regarding the interpretation or implementation of this MOU or the provision of common services should be settled through the governance structure, as indicated in section 4.0 of the MOU, from the IWGCSA up to ADM Council for decision. The clients of this MOU will not refer to a national tribunal or other third party for settlement. All parties will respect the commitments and obligations intended in this MOU.

14.2 REVIEW OF THIS MOU

- 14.2.1 An interdepartmental committee established by the IWGCSA will review this MOU in its entirety in fiscal year 2024-2025, or earlier by majority written consent of clients. The interdepartmental committee will evaluate the effectiveness of this MOU, update sections as necessary and

establish the next review date for this MOU.

14.3 AMENDMENTS TO THIS MOU

14.3.1 This MOU may be amended with the written consent of all clients. Any requests for amendments must be made in writing to the Chair of IWGCSA.

14.4 ACCESSION TO THIS MOU

14.4.1 The accession of any new client will be confirmed upon that new client's written request and written acceptance of the provisions of this MOU. An addendum will be prepared by GAC and signed between the new client and GAC. This addendum will form an integrated part of this MOU.

14.5 WITHDRAWAL FROM THIS MOU

14.5.1 Each client reserves the right to withdraw from this MOU by giving to GAC 12 month's written notice. A client will only be considered withdrawn from the MOU when they have removed all their positions from the Network and all outstanding common service issues have been resolved and all financial obligations have been settled by the client.



MEMORANDUM OF UNDERSTANDING
ON
OPERATIONS AND SUPPORT AT MISSIONS

between

Global Affairs Canada
and
Government of British Columbia

Bobbi Plecas
Deputy Minister,
Jobs, Economic Recovery and Innovation

March 30, 2021

Date

Marta Morgan
Deputy Minister of Foreign Affairs

March 24, 2021

Date

APPENDIX A – ACRONYMS and SYMBOLS

ACRONYM / SYMBOL	DESCRIPTION	ACRONYM / SYMBOL	DESCRIPTION
ADM	Assistant Deputy Minister	IWGCSA	Interdepartmental Working Group on Common Services Abroad
ARLU	Annual Reference Level Update	NJC	National Joint Council
CBS	Canada-Based Staff	LES	Locally Engaged Staff
CH	Chancery	MAO	Mission Administration Officer
CMM	Committee on Mission Management	MCO	Management Consular Officer
CORA	Committee on Representation Abroad	MOU	Memorandum of Understanding on Operations and Support at Missions
CSDP	Common Service Delivery Point	MSO	Mission Security Officer
CSO	Chief Security Officer	OR	Official Residence
DM	Deputy Minister	PAA	Program Alignment Architecture
FAA	Financial Administration Act	PCF	Posting Confirmation Form
FSD	Foreign Service Directive	PLA	Privately-Leased Accommodation
GAAP	Generally Accepted Accounting Principles	PMP	Performance Management Program
GAC	Global Affairs Canada	SQ	Staff Quarter
HOM	Head of Mission	SSC	Shared Services Canada
IHPC	Interdepartmental Hardship Post Committee	SUPPs	Supplementary Estimates
IM/IT	Information Management and Information Technology	TBS	Treasury Board Secretariat
IS	Interdepartmental Settlement		

APPENDIX B – LEGISLATIONS, POLICIES and DIRECTIVES

TITLE	SOURCE (WEBSITE)	TITLE	SOURCE (WEBSITE)
Access to Information Act	JUS	Locally-Engaged Staff Policy	TBS
Code of Conduct for Canadian Representatives Abroad (Conduct Abroad Code)	GAC	Materiel Management Manual	GAC
Conflict of Interest Guidelines	GAC	Military Foreign Service Instructions	DND
Contracting Policy	TBS	Mission Fleet Management Guidelines	GAC
Contracts Regulations (Government of Canada)	JUS	National Defence Act	JUS
Catalogue of Common Services	GAC	Official Language Act	JUS
Common Services Policy	TBS	People Management Principles of the Government of Canada	TBS
Department of Foreign Affairs, Trade and Development Act	JUS	Policy on Diplomatic Mail Service	GAC
Departmental Results Framework	GAC	Policy on Government Security	TBS
Departmental Results Report	GAC	Policy on Service and Digital	TBS
Directive on Charging and Special Financial Authorities	TBS	Privacy Act	JUS
Directive on Delegation of Spending and Financial Authorities	TBS	Position Changes Abroad Process	GAC
Directive on Labour Relations and Recourse	TBS	Property Management Manual	GAC
Directive on Security Management	TBS	Public Servants Disclosure Protection Act	JUS
Directive on Service and Digital	TBS	Public Service Employment Act	JUS
Federal Accountability Act	JUS	Security Policy, GAC	GAC
Financial Administration Act	JUS	Spousal Employment Policy	GAC
Foreign Service Directives	NJC	Shared Services Canada Act	JUS
Framework for Planning and Managing Change to the Network	GAC	Transportation Policy (mission)	GAC
Inquiries Act	JUS	Values and Ethics Code (Departmental)	GAC
Locally-Engaged Staff Employment Regulations	JUS	Values and Ethics Code for the Public Sector	TBS
Terms and Conditions of Employment for Locally-Engaged Staff (country specific)	GAC or Mission	Vienna Convention on Consular Relations	United Nations
Locally-Engaged Staff's Terms and Conditions Regulations	GAC	Vienna Convention on Diplomatic Relations	United Nations
Locally-Engaged Staff Learning Guide (LES Learning Roadmap)	GAC or Mission		

APPENDIX C – GLOSSARY OF TERMS

TERMS (TEXT REFERENCE)	INTERPRETATION
Area of accreditation	The geographic area for which diplomatic or consular status has been granted by the host government.
Annual Reference Level Update (ARLU)	The ARLU is a Treasury Board-driven technical exercise that identifies the departments, their programs, starting reference levels, approved TB submissions and other adjustments resulting in revised reference levels for the coming new year and following two years. Three-year ARLU figures are considered on going.
Basic Office Supplies	Basic office supplies includes common stationery items such as envelopes, pens, pencils, highlighters, permanent markers, erasers, paper clips, white-out, elastics, rulers, scissors, staplers, staple removers, staples, paper, file folders, hanging folders, scratch pads, writing pads, notebooks, labels, storage disks, tape, tape dispensers, mission business cards, file trays/plastic holders, agendas, desk lamps, fan, push-pins, binders, tab dividers, hole punch, coat hooks/rack, calculators, glue, stamps and ink pads, dictionaries, mouse pads, GOC forms (e.g., leave, travel), Post-it notes/flags, extension cords and power bars, print cartridges for SIGNET connected printers. This list is illustrative and designed to capture items commonly used by all programs. Program-specific supplies are normally charged to the program.
Canada-based staff (CBS)	Individuals at missions who have employment contracts originating in Canada.
Chancery (CH)	A Chancery comprises a Crown-owned or leased building(s), or a portion of a building that provides office space. It is protected under the Vienna Convention on Diplomatic Relations. Chancery may also be referred to as mission space or office accommodation.
Client	A client department, Crown corporation or non-federal organization as defined by the TBS Common Services Policy
Committee on Mission Management (CMM)	The Committee on Mission Management is a decisional body, chaired by the Head of Mission (HOM). It is comprised of a group of senior Program Managers who provide the HOM with advice and assistance in carrying out mission programs.
Common service	A service that is provided cost recovered by a common service organization as defined in the TB Common Services Policy.
Catalogue of Common Services	The Catalogue of common services is a comprehensive document that outlines all the services delivered by GAC that make up the Common Services, which are cost recovered from the clients. The catalogue captures the majority of services available to platform clients from both a costing and charging perspective.
Common Service Delivery Point	Is a consolidation of the financial and human resource service delivery functions in Common Service Delivery Point Missions, which are hosted in existing Canadian missions in the following cities: Berlin, Brussels, Delhi, London, Manila, Mexico and Washington.
Common Service Organization	A department or organization that is designated as a central supplier of particular services to support the requirements of departments. Common Service Organizations are listed in Appendix B of the Treasury Board Common Services Policy.
Costing Methodology	The costing methodology is the methodology used to set rates for common service support. It is integrated into the ATLAS tool to establish rates that ensure charging is comprehensive and aligned with GAC and TB policies and principles.
Cross-accreditation	When diplomats are required to represent Canada's interests in more than one country, they can be cross-accredited and receive diplomatic status in more than one country when non-resident.
Crown Corporation	A parent Crown corporation or a wholly owned subsidiary, as defined in section 83(1) of the Financial Administration Act.

APPENDIX C – GLOSSARY OF TERMS

TERMS (TEXT REFERENCE)	INTERPRETATION
Dedicated Vehicle	Vehicles purchased for the sole use by a client who is responsible for all associated costs. For further information, please consult GAC Fleet Management Guidelines.
Delegation of Financial Signing Authorities	It is government policy to entrust its ministers and deputy heads with the responsibility to delegate financial and operational authority to managers in order to enable them to administer programs under their jurisdiction. Those mission staff that have been delegated signing authority exercise it on behalf of the minister and deputy minister.
Department	Those departments and agencies (hereinafter referred to as departments) listed in schedules I, I. 1, and II of the Financial Administration Act and commissions of inquiry designated as departments for purposes of the Act.
Diplomatic and consular missions	Diplomatic and consular missions are established in accordance with the provisions of the Vienna Convention on Diplomatic Relations 1961 and the Vienna Convention on Consular Relations 1963.
Eligible Dependant	A family member of a CBS at post or other individual whose status and eligibility for benefits is determined in accordance to the Foreign Service Directives.
Emergency employment	<p>Results from an appointment at a mission for a specified period of time for the purpose of providing additional assistance where there is urgent need, subject to the Locally Engaged Staff Employment Regulations. A period of emergency employment cannot exceed 92 continuous calendar days. The number of days worked cannot exceed 125 days in any 12-month period.</p> <p>In accordance with the LES Employment Regulations the purpose of emergency appointments is to provide management at the mission with flexibility in meeting exceptional, unforeseen, and immediate operational requirements of a specified and relatively limited duration or to replace employees for short periods of absence such as vacation leave, sick leave, or training.</p>
Framework for Planning and Managing Change to the Network	This framework aims to facilitate the planning and coordination of the various activities involved in making changes to the Network, including embassies, high commissions, consulates, offices and co-locations with foreign governments. It defines the various steps of the process involved in requesting and implementing change(s) to Canada's diplomatic and consular presence abroad. It identifies the stakeholders involved, roles and responsibilities, as well as mandatory approvals from various governance committees.
Governance	The presence of norms, processes and structures that improve the performance of organizations by framing decision-making and the sharing of authority and accountability in order to achieve specified organizational public policy goals and objectives.
Headquarters City (HQs)	The employee's normal place of duty in Canada as determined by the Deputy Head at the time the employee is assigned to duty outside Canada. The boundaries of the headquarters city are defined in the applicable regulations and directives of each client.
Head of Mission (HOM)	An ambassador, high commissioner or consul general of Canada or any other person appointed to represent Canada in another country or a portion of another country or at an international organization or diplomatic concurrence and designated Head of Mission by the Governor-in-Council. The Resident HOM lives in the country of accreditation.
Information Management (IM)	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 (IT)	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.

APPENDIX C – GLOSSARY OF TERMS

TERMS (TEXT REFERENCE)	INTERPRETATION
Interdepartmental Settlement (IS)	An Interdepartmental Settlement refers to a settlement between any two government departments or agencies that operate within the Consolidated Revenue Fund.
Interdepartmental Working Group on Common Services Abroad (IWGCSA)	Forum comprised of representatives from clients to exchange information, consult, seek consensus and provide guidance on common services policy and delivery issues.
International Platform Branch	Created on April 1, 2008, the International Platform Branch allows the Government of Canada to deliver dynamically, efficiently and effectively a broad range of business support services to Canada's network of missions.
Investigation	A formal fact-finding enquiry, conducted by an investigator, which examines allegations of misconduct in order to determine whether wrongdoing occurred and, if so, the persons or entities responsible, the purpose of which is to allow management to make an informed decision.
Locally engaged staff (LES)	An employee of the Government of Canada who is hired according to the LES Employment Regulations. LES do not have a labour contract originating in Canada.
Major Government of Canada initiatives	An initiative which is in support of governmental priorities, including Prime Minister and Governor General visits.
Mandatory service	A service mandated by legislation or under the Treasury Board Common Services Policy. GAC is a legislated Common Service Organization for procurement, services and real property in support of diplomatic and consular operations.
Management Consular Officer	MCO/MAO reports to the HOM and is the Common Services Program Manager. They provide advice and guidance on all Common Services such as relocation, management of LES, Property and materiel, IM/IT, Finance and other business lines. In consultation with CMM, develops and updates all Common Services guides, policies and procedures. In addition to Common Services, the MCO is the Consular Program Manager and in some locations is also the Mission Security Officer.
Misconduct	A wilful action on the part of an employee which, when compared to standard practices, is viewed as unacceptable.
Mission	An office of the Government of Canada outside Canada.
National Joint Council	Participating employers and bargaining agents take joint ownership of broad labour relations issues and develop collaborative solutions to workplace problems through the auspices of the National Joint Council
Non-Federal Organizations	Organizations not listed in the schedules of the Financial Administration Act, including public (e.g. provincial, municipal and foreign governments), non-profit or private sector organizations, and institutions in Canada or abroad.
Official Residence (OR)	An Official Residence is a Crown-owned or leased accommodation for the HOM at category 1 and 2 missions.
Official Visit	Visits by senior government and/or provincial officials which advance governmental priorities.
Optional Service	A service provided by a Common Service Organization, such as GAC, to supply goods or services to clients when it makes sense to do so. It is not required to be in support of diplomatic or consular activity.
Client-specific annex	An annex to the MOU which provides information across the Network on client-specific circumstances which are not covered in MOU.

APPENDIX C – GLOSSARY OF TERMS

TERMS (TEXT REFERENCE)	INTERPRETATION
Posting Confirmation Form (PCF)	A document which provides information on the employee and the dependants, the expected date of departure and duration of an assignment.
Priority Vehicle	Vehicles purchased by a client for its primary use become part of the Mission's fleet. The funding client has priority access. The mission is responsible for all associated maintenance costs. For further information, please consult GAC Fleet Management Guidelines.
Program	Client initiatives operating within missions to deliver it's mandate
Privately leased Accommodation	Real property limited to staff quarters that are leased directly by the Canada-based employee with his or her landlord. Mission involvement is usually limited to the payment of the rent with an amount set within the parameters of a rent ceiling approved by mission management.
Program Manager	The senior officer responsible for the conduct of a program in the area of accreditation.
Satellite Position Abroad	A position located outside of the traditional mission premise.
Senior Officer	For each client represented at a mission, the person at each mission designated by the deputy head as senior officer, or, if no such designation is made, the highest-ranking employee serving at the mission.
Service Delivery Standards	A mission-specific document that specifies the scope and level of performance of common services provided to clients at the mission. Service Delivery Standards are developed using the Service Delivery Standards Template (Appendix D).
Service Delivery Standards Template (Appendix D)	An appendix to the MOU that establishes the standard and format for service delivery and is regularly updated by each mission.
Staff Quarters (SQs)	Residential accommodation for use by CBS. They may be Crown-owned, Crown-leased, or privately leased housing units.
Supplementary Resources	A supplementary resource is a temporary incremental resource for a period of six months or less (consecutively), not filling an existing position for: <ul style="list-style-type: none"> a. Canada Based Staff (CBS) resource working outside the mission (embedded in another organization) and requiring common service support; b. Canada Based Staff (CBS) resource at the mission requiring a workplace and common service support; and c. Locally Engaged Staff (LES) resource at the mission requiring common service support. This includes emergency employees, students and interns.
Supplementary Estimates (SUPPs)	A spending plan introduced in the House of Commons by the government to provide funds in addition to those earmarked in the main estimates. Supplementary estimates are usually due to increased costs or unanticipated expenditures. The government may introduce more than one set of supplementary estimates in a fiscal year.
Baseline Threat Assessment (BTA)	An analysis of the mission's vulnerability to possible threats and risks in order to determine the necessary and appropriate security measures.
Threat	An event, action or person that may injure people, compromise information, or damage physical assets.
Total Compensation Review (TCR)	Strategy to analyze and review LES salaries and all elements of compensation and benefits worldwide.

APPENDIX C – GLOSSARY OF TERMS

TERMS (TEXT REFERENCE)	INTERPRETATION
Unusual situations or Emergencies	Staff may be asked to perform special duties in relation to unusual or significant emergency situations. Examples include natural disasters, civil unrest, and terrorist attacks.
Wrongdoing	<p>A contravention of any Act of Parliament or of the legislature of a province, or of any regulations made under any such act;</p> <ul style="list-style-type: none"> • a misuse of public funds or a public asset; • gross mismanagement; • a serious breach of a code of conduct; • an act or omission that creates a substantial and specific danger to the life, health or safety of persons, or to the environment; and • Knowingly directing or counselling a person to commit a wrongdoing.

Mission Service Delivery Standards and Governance

Based on the Memorandum of Understanding on
Operations and Support at Missions

(Insert Mission Name)

Updated: (Insert Month and Year)

INTRODUCTION

The Service Delivery Standards (SDS) are an integral part of the Memorandum of Understanding on Operations and Support at Missions (the MOU). They are developed as part of GAC's ongoing commitment to consistent, predictable and equitable delivery of common services to all clients operating at Canadian Missions. They form the basis upon which GAC and clients can measure, assess and report on Mission management activities related to common service delivery.

GAC has the mandate to manage the procurement of goods, services and real property at Missions abroad. The acceptance of the provision of these common services is mandatory for clients who operate in diplomatic and consular Missions. It is important to note that GAC programs and clients pay for these services. The purpose of the MOU, the SDS and the Position Change Process is to present a principled and disciplined approach to representations abroad and a systematic approach to the delivery of common services.

This template was developed in collaboration with clients. It identifies common services provided by GAC, the respective roles and responsibilities of all parties concerned, and the related SDS that participating clients should expect.

Please note that the Head of Mission (HOM) and Management Consular Officer (MCO) have the overall responsibility to implement and manage the SDS. The SDS must also be reviewed and approved by the Committee on Mission Management, which is comprised of the MCO and all program managers. In line with modern management principles, the SDS template is to be reviewed annually and updated at the Mission level. This is done by filling out the Mission Points of Contact in both the Mission Governance and SDS sections of the template, and providing a justification on Mission specifics, to identify instances where local conditions apply and therefore deviate from the Departmental standards. Missions should then upload in *Strategia* the Mission-specific SDS template.

SERVICE DELIVERY STANDARDS

The service standards below refer to the number of working days required to process a service request once the program manager and/or employee has signed and/or submitted all the documentation required. Please note that the service standards may be greater or shorter based on various factors such as local conditions, availability of staff, requests received during low or peak season or holiday's period. Those factors should be taken into consideration when planning any activity.

Note: For greater clarity, in this document the term MCO comprises DMCO and MAO.

REF. TO MOU	COMMON SERVICE DELIVERED	DESCRIPTION	RESPONSIBILITY	SERVICE STANDARD	MISSION-SPECIFIC JUSTIFICATION
HUMAN RESOURCE MANAGEMENT (All STAFF)					
6.1.5 6.1.6 6.2.3.1	Mission Management and Operation	Submit a Mission Annual Report on Official Languages (OL)	OL Champion	Annually	
6.1.7	Official Activities Requiring Support and Overtime	Provide employment authorizations, for requests for bilateral reciprocal employment agreements, upon receipt of full documentation	MCO	1 month	
HUMAN RESOURCE MANAGEMENT (CBS)					
6.2.2 6.2.2.1 6.2.2.5 13.2.2 13.2.3	CBS Overtime Administration	Approve and sign completed* overtime form and send it to client HQ. *Employee obtained prior approvals before working overtime *Supervisor approved employee overtime and compensation time forms	Program manager	5 working days	
		Sign sections 32 and 34 on overtime cash-out. Prepare PAYE summary sheet, as appropriate, and send it to Mission. Approve overtime PAYE (N009)	MCO/ GAC HQ/ HOM	15 working days	
6.2.1.5	Notifying Host Government of Arrival/	Notify host government upon receipt of all required documentation	MCO	5 working days	

REF. TO MOU	COMMON SERVICE DELIVERED	DESCRIPTION	RESPONSIBILITY	SERVICE STANDARD	MISSION-SPECIFIC JUSTIFICATION
	Departure of Staff and their Dependants				
6.2.1.5	Diplomatic Accreditation	Initiate diplomatic notes and advise sponsoring department, upon receipt of all required documentation	MCO	5 working days	
		Initiate all associated requests upon receipt of all required documentation	MCO	5 working days	
6.2.2.1 6.2.2.2	CBS Management and Administration	Authorize claims* for submission to local authority for reimbursements such as Host Government Taxes (VAT), Duties and other charges. *Employee is responsible to prepare the proper documentation required	MCO		
		Initiate request for custom clearances and delivery of personal effects upon receipt of all required documentation. Employee is to provide all required documentation as defined by the mission.	MCO	2 working days	
6.2.1.6	Pre-departure Training	Provide Pre-posting schedules for available courses (In collaboration with HED).	Canadian Foreign Service Institute (CFSI)	Annually (Mid-February)	
6.2.3.2	Mission Training	Provide onboarding packages and briefings <ul style="list-style-type: none"> - Meetings with administrative staff concerning the relocation checklist. - Communicate information concerning: living conditions, local security situation and contingency plans, medical arrangements, mission administrative practices, cost recoverable items (telephone, cable/sat TV), local banking, and privileges (duty-free access, local tax rebates) 	MCO	5 working days	
HUMAN RESOURCE MANAGEMENT (LES)					
6.3.2.2 6.3.2.3	LES Management and Administration	Respond to mission requests and provide services related to performance management, labour relations, grievances and HR litigations	HLD	5 working days	
		Update Mission-specific LES Terms and Conditions of Employment.	HLD	Every 4 years	

REF. TO MOU	COMMON SERVICE DELIVERED	DESCRIPTION	RESPONSIBILITY	SERVICE STANDARD	MISSION-SPECIFIC JUSTIFICATION
		Provide Mission-specific salary scales.	HLD	Annually	
		Upon request, provide Mission clients with access to Local Legal Counsel on routine Human Resources matters, as required. Note: On HR-related matters, refer to the <i>Operating Instructions for the LES on Human Resources Legal Matters</i> .	MCO	5 working days	
6.3.3	LES Training	Provide an HR plan that includes training	MCO/ program manager	Annually	
6.3.2.4	Classification of LES positions	Recommend classification request of LES positions within the Position Change Process and Committee on Representation Abroad	CSDP/HLD	Quarterly	
6.3.2.7	LES Performance Management	Complete LES PMP	Program manager	Annually	
6.3.2	LES Management and Administration	Review, approve and record leave request (leave and overtime should be preauthorized).	Program manager	5 working days	
6.3.2.2		Conduct a Total Compensation Review (TCR)	HLD	Every 4 years	
6.3.2.3		Provide LES Severance	MCO/HLDP	Annually	
		Provide LES Social Security	MCO/AFS	Annually	
		Process application for pension scheme benefit	MCO/HLDP	Annually	
		Review and approve renewal of LES insurance benefits	HLDP	Annually	
		Process LES compensation claim	CSDP	10 working days	
FSD ADMINISTRATION & ADVISORY					
7.0.1	Foreign Service Directives (FSD)	Provide a client-oriented response to enquiries concerning the administration and interpretation of FSDs	HED	5 working days	
		Provide a training schedule and training material prior to posting season	HED	Annually	
		Process financial advances in accordance with the <u>Financial Administration Act (FAA)</u> and Treasury Board Secretariat (TBS) guidelines	MCO	10 working days	

REF. TO MOU	COMMON SERVICE DELIVERED	DESCRIPTION	RESPONSIBILITY	SERVICE STANDARD	MISSION-SPECIFIC JUSTIFICATION
		Process settlement advances in accordance with the <u>Financial Administration Act (FAA)</u> and Treasury Board Secretariat (TBS) guidelines - Some Departments have unique arrangements (e.g., DND, Public Safety, and RCMP).	MCO	30 working days	
PROGRAM DELIVERY SUPPORT SERVICES					
8.1.1	Procurement/Acquisition Services	Respond to requests to replace/repair shared office equipment and provide an action plan. Requests to be submitted in writing	MCO	1 working day	
		Respond to requests to replace/repair standard furniture and furnishings and provide an action plan	MCO	1 working day	
8.2.1		Respond to request to purchase standard office supplies used in the day-to-day operations.	MCO	Quarterly	
8.2.2		Provide local printing services	MCO	2 working days	
8.2.2		Provide diplomatic mail services in accordance with GAC policies. Collect all incoming/outgoing and distribution of official mail.	MCO/ MSO		
8.2.2		Update <u>classified</u> and <u>unclassified</u> bag closing schedules for diplomatic mail services - Ensure compliance with international law, the <u>Vienna Convention</u> and GAC policies (including the <u>Diplomatic Mail Policy</u> and the <u>Policy on Government Security</u>).	AAG		
		Update the Shipment Tracking System - Value Added shipments are those requiring special accommodation and are subject to cost recovery	AAG		
		Respond to inquiries relating to the location of specific items (944-mail):	AAG	2 working days	
PROPERTY					
		***For all acquisitions and lease renewal of CH, OR, Parking and Storages the responsibility falls under ARA**			
9.1.1	Office Accommodation	Review employee accommodation relocation request or new position accommodation at Mission	MCO/ARAK/FSITP/ LEITP	Monthly	

REF. TO MOU	COMMON SERVICE DELIVERED	DESCRIPTION	RESPONSIBILITY	SERVICE STANDARD	MISSION-SPECIFIC JUSTIFICATION
9.2.1 9.2.2	Residential Accommodation	Update the housing section of the Mission Report, in consultation with the Mission Housing Committee	MCO/AAP/ARA	Annually	
		Update the Mission Property Management Plan (MPMP) and Mission Maintenance Work plan (MMW), in consultation with the program manager	MCO/AAP/ARAK	Annually	
		Acquire and allocate SQ – Crown Lease	MCO/ Housing Committee	Quarterly	
		Obtain signed Occupancy Agreement (as per FSD 25) and household inventory upon arrival and departure of CBS (Crown owned & crown leased SQs)	MCO	3 working days	
		Inspect premises on departure of employee and recover repair costs for employee's damages or Mission items.	MCO	10 working days	
		Update guidelines provided to CBS on arrival, which include instructions for access to routine and emergency services, and emergency service numbers.	MCO	Annually	
		Conduct review and update rent ceilings.	ARD/AFS	Annually	
		Establish the Mission Housing Committee in accordance with ARD guidelines and in consultation with the MCO and CMM	HOM	Annually	
		Review housing availability and make recommendations to the HOM on housing acquisition, disposal and assignment	Housing Committee		
9.1.1 9.2.1 9.2.2	Office and Residential Accommodation	Update the Mission Property Management Plan (MPMP)	MCO/AAP/ARAK	Annually	
		-The MPMP should be certified by ARA, ideally by March 31 st			
		Update <i>Mission Maintenance Work plan</i> (MMW), - MCO/AWF/ARAK in consultation with the program manager	MCO/AWF/ARAK	Annually	
		Approve the MPMP and MMW, in alignment with GAC's annual business planning cycle	ARD	Annually	
		Respond to routine maintenance requests with an expected timeline for completion, where appropriate	MCO	5 working days	
		Update schedule for cyclical maintenance and repair.	MCO/AWF/ARAK	Quarterly	
		Respond to and authorize immediate corrective action for requests stemming from emergencies (fire, flood, disruption of utilities, etc.).	MCO	1 day	
		Implements a cyclical life cycle furniture, fixtures and interior space review of Chancery spaces to ensure maintenance of safe, functional and up to date ergonomic work environments for all chancery office and support accommodations	AWB	Every 15 years	

REF. TO MOU	COMMON SERVICE DELIVERED	DESCRIPTION	RESPONSIBILITY	SERVICE STANDARD	MISSION-SPECIFIC JUSTIFICATION
		Implements a cyclical life cycle furniture, fixtures and interior space review of the Head of Mission accommodation to ensure maintenance of safe, functional and up to date representational residential environment	AWB	Every 12 years	
TRANSPORTATION SERVICES					
10.0.1 10.0.3 10.0.5	Mission Transportation Policy	Update the Mission Transportation Policy in consultation with program managers	MCO/CMM	Annually	
	Fleet Vehicles	Update schedules for drivers and vehicles based on confirmed written requests. - Employee to provide appropriate advanced written notice of requirements for services within the principles established by CMM for vehicle use (minimum 48 hours in advance)	MCO	Daily/As required	
		Acquisition of a mission vehicle in accordance with the Mission Fleet Management Guidelines and the <u>TBS Policy on Management of Materiel</u>	MCO	1 year	
10.0.2 10.0.6 10.0.7	Armoured Vehicles (AV)	Respond to maintenance requests and provide an action plan	MCO	2 working days	
		Acquisition of a mission armoured vehicle in accordance with the armoured vehicle program.	AWC	1 year	
		Respond to AV maintenance requests and provide an action plan	MCO/MSO/AWC	2 working days	
SECURITY SERVICES					
	LES Security services	Conduct reliability checks prior to and as a condition of employment.	MSO/CSCP	10 working days	
		Grant Reliability status after the satisfactory completion of the required reliability checks	MSO/MCO	5 working days	
11.0.1	Emergency and Evacuation	Implement and practice evacuation plan	MSO	Semi-Annually	
		Respond to incident reports with an appropriate action plan	MSO/program manager	60 working days	
		Update Chancery and SQ inspection schedule	MSO/MCO	Annually	
		Complete Chancery/SQ security Fit-up/upgrade, as indicated in the BTA	MCO/ARD	As Required	

REF. TO MOU	COMMON SERVICE DELIVERED	DESCRIPTION	RESPONSIBILITY	SERVICE STANDARD	MISSION-SPECIFIC JUSTIFICATION
		Update and circulate the Personal Safety Contingency Plan and LSSO	MSO/program manager	Annually	
		Brief staff on local security situations and contingency plans upon arrival	MSO	1 week	
INFORMATION MANAGEMENT AND INFORMATION TECHNOLOGY					
12.0.1 12.0.4		Respond to service requests to support common IM/IT services (24/7 service availability) General Emergency Secure Computing and Communications Repair of client-specific IM/IT *for review of ticket details, click on "your requests" via the SDO, if required, client can request an escalation of the ticket	IM/IT Service Desk (GAC/SSC/Client)	Up to 10 Days Up to 4 Hours Up to 4 Hours Case by case	
12.0.6		Respond to client-specific IM/IT requests - Client-specific IM/IT is the support or services not covered by the provision of common services, but required to carry out program service delivery. Therefore, funded by the client	IM/IT Account Manager	10 working days	
FINANCIAL ARRANGEMENTS AND COST RECOVERY					
13.0.1 13.1.1 13.2.1		Respond to inquiries concerning financial arrangements and cost recovery	CSDP	2 working days	
		Creation/modification of funds reservations and commitments	CSDP	2 working days	
13.2.1	Administer Accounts Payable	Process third party invoices in accordance with Government of Canada regulations	CSDP	10 working days	
		Process refunds of revenues upon receipt of full supporting documentation including client address and/or banking information as appropriate	CSDP	5 working days	
13.2.2	Delegated Authority	Upon arrival, obtain a copy of the specimen signature card provided to the program manager by the client HQ	Program Manager/CSDP	10 working days	

REF. TO MOU	COMMON SERVICE DELIVERED	DESCRIPTION	RESPONSIBILITY	SERVICE STANDARD	MISSION-SPECIFIC JUSTIFICATION
13.4.1	Contracting	Sign Section 34 for Common Services related expenditures	MCO	5 working days	
		Establish the Regional Contract Review Board (RCRB)	CSDP	Annually	
13.5	Reporting Provisions	Provide advice, guidance and interpretation on matters regarding goods and services contracts	CSDP	3 working days	
		Provide clients with Mission-level reports (i.e., FINSTAT) on common services.	MCO	Quarterly	
13.6.2	Official Travel Advance	Assist departments with access to information necessary for the completion of program specific financial statements (e.g., ATIP requests, multi-Mission requests, etc.)	CSDP	5 working days	
		Issue a travel advance upon request in cases where the traveller does not have a travel card - It is strongly recommended for CBS to apply for a travel card	CSDP	10 Working days	

MISSION GOVERNANCE

COMMITTEES			
COMMITTEES	RESPONSIBILITY	KEY ROLES	MEETING FREQUENCY
CMM (Committee on Mission Management)	HOM/program managers	Provides recommendations and advice to HOM on issues identified by Mission Committees. Approves the Terms of Reference for all Committees. Approves administrative policies, procedures and guides to Common Services. Approves Common Services budget and plans.	
Occupational Health and Safety	CMM, Chair:	Reports to CMM. Considers health and safety complaints and inspects the workplace and recommends actions.	
Security Committee	CMM, Chair:	Reports to CMM. Discusses security issues and recommends security procedures for decisions.	
Locally Engaged Staff (LES) Management Consultation Board	CMM, Chair:	Report to CMM. Holds a regular dialogue with LES on issues of both policy and administration, and ensures regular and sustained dialogue between management and the LES.	
Housing Committee	CMM, Chair:	Reports to CMM. Discusses and recommends actions on issues related to the Housing of CBS.	
Emergency Planning	CMM, Chair	Complete, review and approve the Emergency Plan on an annual basis, in conjunction with the MCO, program managers and CST.	
Other Committees	CMM, Chair	As required.	

MISSION POINTS OF CONTACT			
TITLE	CONTACT	TITLE	CONTACT
Head of Mission (HOM)		Canadian Foreign Service Institute (CFSI)	
program managers	Name of all program managers:	Executive Services (HFR)	
Management Consular Officer (MCO)	MCO:	FSD Service and Policy Bureau (HED)	
LES - Management Administrative Officer (MAO)	MAO:		
Mission Security Officer (MSO)		Locally Engaged Staff (HLD)	
(Regional) Security program manager (RSPM)		LES Pensions and Insurance (HLDP)	
(Regional) Military Police Security Services (RMPSS)		Domestic Procurement, Contracting and Asset Management (AAC)	
Chairperson of Committees	See above	Logistics Management (AAG)	
All employees - CBS and LES	See employees list	Strategic Planning, Reporting and Coordination (AAP)	
Common Services Delivery Point (CSDP)	CSDP Mission is linked to (if applicable):	Property Program (ARA)	
Champion on Official Languages		Strategic Planning and Stewardship (ARD)	
Training Coordinator		Property Strategy Section (ARAK)	
Information Management and Information Technology (IM/IT) Services	Contacts identified in the Service Catalogue	Personnel Security Services (CSCP)	
IM/IT Service Desk	IM/IT Service Desk online or by phone at 944-HELP	Property & Facility Management (AWF)	
IM/IT Account Manager		Professional and Technical Services Division (AWB)	
Foreign Service IT Professional (FSITP)		Physical Security Abroad (AWC)	
Locally Engaged IT Professional (LEITP)			

APPENDIX E – GAC REPORTS TO CLIENTS

TYPE	TITLE	FREQUENCY OF PUBLICATION
Financial	International Platform Branch Financial Status Summary	Available monthly, starting in July
Financial	AFD – Missions Common Services Financial Status Summary	Available quarterly
Financial	FSD – Forecasting Model	Available in October (P7) and at year-end
Financial	FSD – Expenditures	Available annually by mission and by GL
Financial	Monthly Free Balance Report (Major capital projects and mission expenses by commitment item)	Quarterly
Real Property - Strategic Planning	Integrated Work Plan (IWP) - GAC Annual planned program of work for all Chanceries.	Available Annually, starting in Q1 and Update in Q3
Real Property - Strategic Planning	Status updates for Major or Minor Capital Projects with project manager (Only for projects impacting the client's operations): In collaboration with the client's representative at HQ, the project sponsor and project manager will define the frequency and depth of reporting to the client within the project charter. A communication plan establishing the means and frequency of communication is also to be included in the Project Management Plan and shared with the client.	As defined in the Communication Plan Project Charter and Project Management Plan
Real Property - Strategic Planning	Status updates for simple Minor Capital Projects led by mission (Only for projects impacting the client's operations): Mission will communicate regular updates to client's program manager at mission.	As necessary