

This **Memorandum of Understanding**, made in duplicate, effective the   1<sup>st</sup>   day of, January, 2026

**BETWEEN**

NOVA SCOTIA SERIOUS INCIDENT RESPONSE TEAM, as represented by the civilian director of the Nova Scotia Serious Incident Response Team  
(HEREINAFTER REFERRED TO AS THE "SiRT")

**AND**

The ROYAL CANADIAN MOUNTED POLICE "H" DIVISION  
(HEREINAFTER REFERRED TO AS THE RCMP)

(The SiRT and the RCMP are hereinafter collectively referred to as the "Participants")

**BACKGROUND:**

The effectiveness of policing depends upon the level of trust and support the public has in its policing institutions;

To continue to earn public trust and support the Participants strive to be as open and transparent as possible and fully accountable for their actions;

Section 26A of the Nova Scotia *Police Act* establishes a Serious Incident Response Team to provide oversight of policing by providing independent investigations of serious incidents involving police;

The SiRT currently provides oversight of policing in Nova Scotia and New Brunswick pursuant to the Police Acts of those provinces;

It is imperative that the police and the public trust the independence and impartiality of the SiRT and have confidence in the SiRT's investigative findings;

The purpose of this MOU is to clarify the responsibilities of the RCMP and the SiRT arising from and associated with any SiRT investigations.

**NOW THEREFORE THE PARTICIPANTS INTEND AS FOLLOWS:**

**1. LEGAL AUTHORITY**

- a. This MOU is entered into by the RCMP Commanding Officer pursuant to Section 5 of the *Royal Canadian Mounted Police Act (Canada)* and by the SiRT Director pursuant to subsection 26H (1) of the *Nova Scotia Police Act*.
- b. The RCMP is authorized to disclose personal information to SiRT pursuant to *Section 8(2)(f) of the Privacy Act (Canada)*, which permits disclosure to an investigative body specified in the regulations for the purpose of enforcing any law or carrying out a lawful investigation. SiRT is designated as such an investigative body under the *Privacy Act Investigative Body Designation Regulations*.

**2. REPORTING**

- a. This MOU recognizes the responsibility of the RCMP to report serious incidents to the SiRT as soon as practicable pursuant to subsection 26I (1) of the *Nova Scotia Police Act*.
- b. Once notified, the Director of the SiRT will assume full responsibility for the investigation and determine what steps will be taken pursuant to subsection 26I (3) of the *Nova Scotia Police Act*.

**3. INITIAL FILE REVIEWS**

- a. Prior to assuming responsibility for an investigation, the Director of the SiRT or designate may conduct an initial file review to see if the event meets the criteria for a full SiRT investigation.
- b. Pursuant to Section 8(2) of the *Privacy Act* the RCMP will provide all the investigative materials to the SiRT to conduct this review.
- c. Upon completion of this review, the SiRT Director will notify the RCMP in writing if they are electing to conduct a complete investigation or if the event does not meet the SiRT mandate

**4. SiRT INVESTIGATIONS**

- a. When the SiRT assumes responsibility for the investigation, the SiRT will immediately assume command of all activities related to the investigation and direct resources accordingly.

- b. When an RCMP member is the subject of a SiRT investigation, the RCMP will appoint a senior officer to act as Liaison Officer, specifically the OIC H Division Operational Policy, or delegate. The Liaison Officer will act as a conduit between the RCMP and the SiRT for all matters related to the investigation.
- c. The RCMP may appoint a secondary Liaison Officer at the detachment/unit level to assist the SiRT with logistical tasks such as access to facilities or any immediate routine on-site requests. Requests for specialized services or change of file status must go through the primary RCMP Liaison Officer, pursuant to section (b),
- d. To preserve the independence of SiRT investigations, the Participants accept that all communication between the SiRT and the RCMP about an ongoing investigation will be restricted to the SiRT investigator, the SiRT Director, and the Liaison Officer(s) appointed pursuant to (b) and (c), unless otherwise required as part of the investigation. This communication includes all requests made by the SiRT for file materials from the RCMP.
- e. Once assuming command of the investigation, the SiRT will immediately identify the SiRT officer in charge of the investigation. The RCMP will identify to the SiRT the Liaison Officer(s) and the RCMP officer in charge of the preliminary investigation.
- f. The RCMP will provide all necessary support and specialized services to the SiRT once they initiate an investigation. The Secondary Liaison will provide standard information or minor investigational support directly to SiRT investigators. SiRT investigators will request specialized services from the RCMP by submitting a *SiRT Request for Action* form.
- g. The SiRT will provide updates on the investigation's progress to the RCMP upon receiving a request from the Liaison Officer(s).
- h. The RCMP will preserve the scene until such time as the SiRT can take charge of the scene. This may include:
  - i. Scene security;
  - ii. Preservation of evidence in accordance with standard RCMP operating procedures;
  - iii. Identification of witnesses and detention if required until the SiRT takes custody or directs that persons can be released in accordance with standard RCMP operating procedures; and

- iv. Any other matter as directed by the SiRT.
- i. The RCMP will ensure compliance with the *Police Act* and the Nova Scotia Serious Incident Response Team Regulations, including the segregation of police officers in all matters identified as serious incidents.
- j. The SiRT will attempt to attend all relevant scenes at the earliest opportunity. Upon attendance at the scene, the SiRT will identify the immediate resources necessary and make arrangements for other resources as needed in accordance with short term secondment protocols.
- k. At the scene, the Liaison Officer(s) or their delegate will assist the SiRT in communicating the needs of the SiRT to RCMP personnel.
- l. Where feasible, the SiRT will perform its work using investigators and specialized services from a police agency that is separate from RCMP.
- m. If the conditions of 3(l) are not feasible, the decision to use investigators or specialized services from the RCMP will be determined by the SiRT and documented in writing in the SiRT file by the SiRT Director.
- n. The SiRT recognizes the serious impact an investigation has on all involved participants, and when practicable will conclude its investigations in an expedient manner.
- o. The SiRT will provide the RCMP Professional Responsibilities Unit information regarding the nature of the incident and progress regarding the status of the investigation.

## **5. CONCURRENT OR OTHER CRIMINAL INVESTIGATIONS**

- a. There will be occasions when the SiRT and the RCMP will be conducting concurrent criminal investigations regarding the same or related incidents.
- b. Access to the scene of the investigation(s) by the RCMP will be managed by the SiRT.
- c. Where appropriate, interviews with relevant witnesses may be

conducted jointly. The SiRT and the RCMP will ensure that the other agency is notified when such witnesses are to be interviewed.

- d. The SiRT and the RCMP will make available all relevant investigative material to the other agency. This will be subject to relevant legal considerations.
- e. Any investigative material shared by the SiRT must be used solely for the purpose of the concurrent criminal investigation and be approved by the SiRT Director in writing.
- f. When the SiRT refers an investigation to a police agency under clause 26I(3)(b) of the NS *Police Act* the RCMP will be responsible for all elements of that investigation.

## **6. RCMP ASSISTANCE TO SiRT**

- a. The SiRT will on occasion require short-term secondments of RCMP personnel and other resources to conduct investigations of other police agencies.
- b. Requests for RCMP resources will be made by the Director of the SiRT or their designate to the Commanding Officer or their delegate.
- c. The SiRT and the RCMP will make every effort to factor in geographical and other practical and cost considerations when making such requests.
- d. RCMP personnel requests will be stated by category or type of personnel resource required. The RCMP will make every effort to provide the services requested by the SiRT subject to operational limitations.
- e. Other RCMP resources that may be requested include but are not limited to forensic identification services, general investigations, collision reconstruction, interview rooms, and other specialized services available.
- f. The RCMP has an extensive list of specialized services and equipment which is accessible to The SiRT. The SiRT will request any required service or item through the RCMP appointed liaison pursuant to paragraph 3 of this arrangement. The RCMP will make every attempt to

provide the requested service or item, so long as the specialized service is available or owned by the RCMP.

## 7. COMMUNICATIONS & RECORDS

- a. Once the SiRT assumes command of an investigation, the RCMP may issue a media release confirming the initial incident by stating the type of offence that occurred, where and when it happened, and that the SiRT is investigating the matter.
- b. The RCMP will not comment on facts that are the subject of a SiRT investigation without prior written approval from the SiRT Director.
- c. Where practical, the RCMP will share any media release with the SiRT Director and/or the SiRT communications advisor prior to distribution to the media, whether the SiRT has assumed command of an investigation or if the SiRT is mentioned in the media release.
- d. In the event of concurrent investigations by the RCMP and the SiRT, the RCMP may speak to the initial incident and continue to comment on its ongoing investigation. All questions about the SiRT investigation are to be referred to the SiRT.
- e. The SiRT may issue a media release when it commences and concludes an investigation. The SiRT may also issue a media release following the prosecution of a file. The SiRT Director will determine whether a media release is required and when it will be issued.
- f. Where practicable, the SiRT Director and/or the SiRT communications advisor will share any media release with the RCMP and/or the RCMP communications advisor prior to distribution to the media.
- g. For any SiRT investigation in an area where the RCMP is responsible for policing, the RCMP will ensure that the matter is entered into the policing database such as the Canadian Police Information Centre (CPIC) database as well as reported to Statistics Canada. The SiRT will provide any necessary documentation to the RCMP for this purpose.
- h. Fingerprinting of any participants will be completed by the SiRT. In the event the RCMP assists the SiRT with fingerprinting using a Livescan or other system, the RCMP will be responsible for uploading all prints.
- i. It is understood that the SiRT, as an agency of the Province of Nova

Scotia, will retain investigative information and records in compliance with the information management requirements of the Province of Nova Scotia.

- j. It is also understood that the RCMP as an agency of the Government of Canada will retain all information and records in compliance with the information management requirements of the Government of Canada.

## 8. FINANCIAL

- a. The ordinary costs associated to RCMP members assigned to the SiRT during the investigation of an outside agency will be the responsibility of the RCMP. These costs will be included as part of the PPSA and invoiced at 70% to our contract partners. The extraordinary cost associated with a SiRT investigation of an outside agency will be the responsibility of the SiRT.
  - i. Ordinary costs include, but are not limited to;
    - 1. Salary and overtime
    - 2. Equipment
    - 3. Training
  - ii. Extra-Ordinary costs include, but are not limited to;
    - 1. Food and lodging, to be reimbursed at Province of Nova Scotia rates.
    - 2. Outsourcing of evidence, such as the use of experts and use of private DNA labs, etc.
    - 3. Extended transcription costs.
    - 4. Costs for communication lines and monitoring resulting from a *Criminal Code of Canada* Part VI application.
- b. Any extraordinary costs above \$10,000 will be approved by the RCMP upon approval from the SiRT. These costs will be tracked on an IO and billed back to SiRT.
- c. Other RCMP resources as set out in paragraph 6(e) will be the responsibility of the RCMP.
- d. When the SiRT refers an investigation to a police agency under clause 26I(3)(b) of the NS *Police Act*, the RCMP is responsible for all costs.

## 9. SiRT FILE TO DISCIPLINARY AUTHORITY

- a. Pursuant to 26L of the Nova Scotia *Police Act*, only once their

investigation is concluded the SiRT will make their investigative file available to the relevant disciplinary authority, unless otherwise required by law or there are exceptional circumstances. Should the RCMP require a copy of a SiRT file for discipline or code of conduct purposes, the RCMP will request such file from the Assistant Director of SiRT. Where the concluded SiRT investigative file is required urgently by the RCMP Professional Standards Unit, the RCMP will notify the SiRT and the SiRT will make best efforts to expedite delivery of the file.

- b. Information shared pursuant to paragraph 9(a) will not be used for any other purpose than a discipline or code of conduct investigation or proceeding.
- c. The disciplinary authority is responsible for the vetting/redactions of any information that should not be released pursuant to privacy legislation or otherwise required by law.

**10. LIABILITY**

- a. The Participants and their agents, representatives or employees will not be liable for any losses, expenses, costs, claims, damages, or liabilities arising out of, or by reason of, or attributable to the matters under this MOU or the SiRT investigations under the *Police Act*.

**11. DEPARTMENTAL REPRESENTATIVES**

- a. The following officials are designated as departmental representatives for the purpose of this MOU and any notices required under this MOU will be sent to:

For the RCMP: Title: Criminal Operations Officer Address: 80 Garland Ave Dartmouth NS, B3B 0J8	For the SiRT: Title: Director Address: 100 Venture Run, Suite 320 Dartmouth NS, B3B 0H9
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**12. DISPUTE RESOLUTION**

- a. In the event of a dispute arising from the interpretation or operation of this MOU, the Participants will, in good faith, attempt to resolve the dispute through consultation and negotiation.

**13. GENERAL**

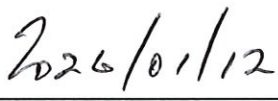
- a. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect until terminated by either participant by giving 30 days written notice.
- b. Amendments to this Memorandum of Understanding require the written approval of both participants.
- c. The Participants will meet annually to review and assess the operation of this arrangement.

Signed by the authorized officers of the Participants:

**For the RCMP "H" Division:**

  
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A/Commr. Dennis Daley  
RCMP H Division Commanding Officer

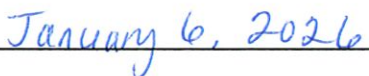
  
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Date

**For the Serious Incident Response Team:**

  
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Director Erin Nauss,  
Serious Incident Response Team

  
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Date