



Civilian Review and  
Complaints Commission  
for the RCMP

Commission civile d'examen  
et de traitement des plaintes  
relatives à la GRC

**IIO** INDEPENDENT  
Investigations Office of BC

# Memorandum of Understanding between the CRCC and IIO

July 24, 2024

## Preamble

This Memorandum of Understanding (MOU) between the Civilian Review and Complaints Commission for the RCMP (CRCC) and the Independent Investigations Office of British Columbia (IIO) facilitates cooperation, monitoring, and timely notification of critical and serious incidents involving RCMP members.

The CRCC is an independent oversight agency that reviews the conduct of members and the activities of the RCMP. The CRCC makes recommendations on RCMP policies, procedures, and guidelines.

The IIO conducts investigations into critical incidents in British Columbia, such as death or serious harm as a result of the action, inaction or decision of a police officer. The IIO's investigative mandate includes the provincial police service, which is operated by the RCMP.

## Authorities

The IIO may disclose personal information to the CRCC pursuant to s. 33(2)(d) of the *Freedom of Information and Protection of Privacy Act* [RSBC 1996] c. 165. Whereas the CRCC may disclose personal information to the IIO pursuant to s. 8(2)(f)(iii) of the federal *Privacy Act* [RSC 1985], c. P-21.

# Definitions

*Critical incident:* where it appears that:

- a) a person may have died or suffered serious harm as a result of the actions of an officer, whether on or off duty; or
- b) an officer, whether on or off duty, may have contravened a prescribed provision of the *Criminal Code* or a prescribed provision of another federal or provincial enactment (*Police Act* [RSBC 1996] c. 367).

*Serious incident:* an incident in which the actions of an RCMP member or other person appointed or employed under Part I of the *Royal Canadian Mounted Police Act*, [R.S.C. 1985], c. R-10 [RCMP Act]) or any person assisting the RCMP in exercising its powers or performing its duties and functions under that Act:

- a) may have resulted in serious injury to, or the death of, any person; or
- b) may have constituted an offence under federal or provincial law that any of the following persons decides would be in the public interest to be investigated by an investigative body or by a police force other than the RCMP:

(i) the Minister;

(ii) the provincial minister who has the primary responsibility for policing in the province in which the incident is alleged to have occurred if there is an arrangement between the government of that province and the Minister under section 20 of the RCMP Act; or

(iii) the RCMP Commissioner (RCMP Act, s. 45.79(1)).

*Serious harm:* injury that

- a) may result in death;
- b) may cause serious disfigurement; or
- c) may cause substantial loss or impairment of mobility of the body as a whole or of the function of any limb or organ (*Police Act*, s. 76(1)).

*Serious injury:* a prescribed physical or psychological injury (RCMP Act, see also *Regulations Prescribing Physical Injuries*, SOR/2019-260).

# Terms

*INFORMATION SHARING: IIO WITH CRCC*

1. When the IIO receives notification of a critical incident involving an RCMP member, it will endeavour to notify the CRCC. This information may include:

- a) the date and time of the incident;
  - b) the identities of the officer(s) involved;
  - c) a general description of the incident, including the harm suffered and the connection to police action, inaction or decision; and
  - d) any other information the IIO deems relevant.
2. Pursuant to Part 7.1 of the *Police Act*, the IIO has the power to investigate once it is notified of an incident. The IIO will advise the CRCC if the incident is deemed by the IIO to be out of scope.
3. The federal *Access to Information Act* and *Privacy Act* apply to all information received from the IIO. The CRCC will:
  - a) only disclose what is required by law;
  - b) inform the IIO who the information was shared with; and
  - c) restrict access to CRCC employees with a demonstrated need to know.
4. The IIO may withhold information from the CRCC where disclosure:
  - a) would violate a statute or constitute an offence;
  - b) is subject to a claim of privilege;
  - c) could reasonably be expected to interfere with an investigation; or
  - d) is not advisable, in the opinion of the IIO.
5. The IIO may provide an explanation for withholding information under clause 4.
6. The IIO may notify the CRCC of any RCMP policy, procedure, or training issues identified during the course of its investigation.

***INFORMATION SHARING: CRCC WITH IIO***

7. When the CRCC receives notification of a serious incident in British Columbia involving an RCMP member, it will endeavour to notify the IIO. This information may include:
  - a) the date and time of the incident;
  - b) the identities of the officer(s) involved;
  - c) a general description of the incident, including the harm suffered and the connection to police action, inaction or decision; and
  - d) any other information the CRCC deems relevant.

8. The CRCC may withhold information from the IIO where disclosure:
  - a) would violate a statute or constitute an offence;
  - b) is subject to a claim of privilege;
  - c) could reasonably be expected to interfere with an investigation; or
  - d) is not advisable, in the opinion of the CRCC.
  
9. The provincial *Freedom of Information and Protection of Privacy Act* applies to all information received from the CRCC. The IIO will:
  - a) only disclose what is required by law;
  - b) inform the CRCC who the information was shared with; and
  - c) restrict access to IIO employees with a demonstrated need to know.
  
10. The CRCC may provide an explanation for withholding information under clause 8.
  
11. If the IIO investigates the incident, the CRCC may place any concurrent investigation into abeyance while the IIO conducts its investigation in order to determine whether a criminal offence may have been committed by a member.
  
12. The CRCC may share information with the IIO about an RCMP matter, such as a complaint, review, investigation or hearing, where the CRCC is of the opinion that the matter falls within the IIO mandate.

#### *MUTUAL COOPERATION*

13. The CRCC and IIO will endeavour to notify one another when a media release or response implicates the other agency. In particular, should the IIO issue a public document following an investigation where no charge is recommended, but issues with RCMP policies, procedures, or training are noted, the IIO will notify the CRCC in advance wherever possible.
  
14. The CRCC and IIO will explore undertaking joint research, as well as joint public education or engagement.
  
15. The CRCC and IIO may share data collection approaches and strategies. Where feasible, the IIO and CRCC may undertake joint data projects in accordance with the respective authorities.

## Termination

16. At the written request of either participant, any or all parts of this MOU may be amended or terminated. This MOU will be terminated six months from the date a signatory gives written notice to the other. Unless the other participant consents, termination does not release either participant from any commitments accrued while the MOU was in effect. Any obligation related to liability, confidentiality, use or disclosure of information and/or documents will survive the termination of this MOU.



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Micheline Lahaie  
Chairperson  
Civilian Review and Complaints Commission  
for the RCMP

Dated: July 24, 2024



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Sandra Hentzen  
Interim Chief Civilian Director  
Independent Investigations Office of  
British Columbia

Dated: July 24, 2024