



United States Department of State

Washington, D.C. 20520

November 2, 2017

Case No.: F-2016-17168

Segments: L/T-0001

Ms. Scarlet Kim  
Privacy International  
62 Britton Street  
London, Great Britain

Dear Ms. Kim:

I refer to your letter dated December 13, 2016, seeking the release of certain Department of State material under the Freedom of Information Act (the "FOIA"), 5 U.S.C. § 552. The Department's review of records potentially responsive to your request remains ongoing and has yielded five documents so far. We have determined that the five documents may be released in full. All released material is enclosed.

We will keep you informed as your case progresses. If you have any questions, your attorney may contact Trial Attorney Carly Anderson at [caroline.j.anderson@usdoj.gov](mailto:caroline.j.anderson@usdoj.gov) or (202) 305-8645. Please refer to the case number, F-2016-17168, and the civil action number, 17-cv-01324, in all correspondence about this case.

Sincerely,

*Susan P. Weir*

Eric F. Stein, Director  
Office of Information Programs and Services

Enclosures: As stated



BRITISH EMBASSY,  
WASHINGTON.

April 14, 1961.

**RELEASE IN FULL**

Sir,

I have the honour to refer to your Note of today's date regarding protection of classified information exchanged between our two Governments.

The proposals made therein are acceptable to Her Majesty's Government in the United Kingdom.

The types of information designated by my Government to which the arrangements would apply are all information furnished by Her Majesty's Government in the United Kingdom and classified "Confidential", "Secret" or "Top Secret".

I avail myself of this opportunity to renew to you, Sir, the assurances of my highest consideration.

A handwritten signature in dark ink, appearing to read "James Callaghan", written over a horizontal line.

The Honorable Dean Rusk,  
Department of State,  
Washington, D.C.

Annex of General Security Procedures

RELEASE IN FULL

1. Official information given a security classification by either of our two Governments or by agreement of our two Governments and furnished by either Government to the other through Government channels will be assigned a classification by appropriate authorities of the receiving Government which will assure a degree of protection equivalent to or greater than that required by the Government furnishing the information.

2. The recipient Government will not use such information for other than the purposes for which it was furnished and will not disclose such information to a third Government without the prior consent of the Government which furnished the information.

3. With respect to such information furnished in connection with contracts made by either Government, its agencies, or private entities or individuals within its territory with the other Government, its agencies, or private entities or individuals within its territory, the Government of the country in which performance under the contract is taking place will assume responsibility for administering security measures for the protection of such classified information in accordance with standards and requirements which are administered by that Government in the case of contractual arrangements involving information it originated of the same security classification.

Prior to the release of any such information which is classified **CONFIDENTIAL** or higher to any contractor or prospective contractor, the Government considering release of the information will undertake to ensure that such contractor or prospective contractor and his facility have the capability to protect the classified information adequately, will grant an appropriate facility clearance to this effect, and will undertake, in accordance with national practice, to grant appropriate security clearances for all personnel whose duties would require access to the classified information.

4. The recipient Government will also:

a. Insure that all persons having access to such classified information are informed of their responsibilities to protect the information in accordance with applicable laws.

b. Carry out security inspections of facilities within its territory which are engaged in contracts involving such classified information.

c. Assure that access to such classified information at facilities described in subparagraph b is limited to those persons who require it for official purposes. In this connection, a request for authorization to visit such a facility when access to the classified information is involved will be submitted to the appropriate department or agency of the Government where the facility is located by an agency designated for this purpose by the other Government, and the request will include a statement of the security clearance and official status of the visitor and of the necessity for the visit. Blanket authorizations for visits over extended periods may be arranged. The Government to which the request is submitted will be responsible for advising the contractor of the proposed visit and for authorizing the visit to be made.

5. Costs incurred in conducting security investigations or inspections required hereunder will not be subject to reimbursement.

6. Classified information and material will be transferred only on a government-to-government basis.

7. The Government which is the recipient of material produced under contract in the territory of the other Government undertakes to protect classified information contained therein in the same manner as it protects its own classified information.

RELEASE IN FULL

UK ~~CONFIDENTIAL~~

BEST COPY  
AVAILABLE

SECURITY PROCEDURES FOR INDUSTRIAL OPERATIONS BETWEEN THE  
MINISTRY OF DEFENCE OF THE UNITED KINGDOM AND THE DEPARTMENT  
OF DEFENSE OF THE UNITED STATES (INDUSTRIAL SECURITY ANNEX)

1. PURPOSE

a. The following procedures have been developed to implement the provisions of the General Security Agreement between the Government of the United States and the Government of the United Kingdom, entered into on April 14, 1961, as amended. That agreement provides for the safeguarding of all classified information exchanged between the governments. This Annex will apply to those cases in which contracts, subcontracts, precontract negotiations or other government approved arrangements involving classified information of either or both countries, hereinafter referred to as classified contracts, are placed or entered into by or on behalf of the Government of the United Kingdom (UK) in the United States (US) or in the UK or by or on behalf of the Government of the United States in the UK or in the US.

b. This Annex will not apply in the case of contracts that will involve access to information that would not be releasable under applicable national disclosure policies. Firms which are under the ownership, control, or influence of a third party country are not eligible to be awarded classified contracts. Requests for exception to this requirement may be considered on a case-by-case basis by the releasing government. Such requests should identify the source, the extent and other pertinent particulars of the foreign ownership, control, or influence.

UK

~~CONFIDENTIAL~~

C. For the purpose of this Annex classified information is that official information which has been determined to require, in the interests of national security of the owning or releasing government, protection against unauthorized disclosure and which has so been designated by appropriate security authority. This embraces classified information in any form, be it oral, visual or in the form of material. Material may be any document, product or substance on, or in which, information may be recorded or embodied. Material shall encompass everything regardless of its-physical character or makeup including documents, writing, hardware, equipment, machinery, apparatus, devices, models, photographs, recordings, reproductions, notes, sketches, plans, prototypes, designs, configurations, maps and letters, as well as all other products, substances or materials from which information can be derived.

## 2. GENERAL

Upon receipt of classified information furnished under this Annex, the receiving government<sup>1</sup> shall undertake to afford the information with substantially the same degree of security

1

- a. The term "government" as used in this Annex for the United States refers to the Department of Defense; Department of Defense agencies; the Departments of the Army, Navy, and Air Force; and the National Aeronautics and Space Administration.
- b. The term "government" as used in this Annex for the United Kingdom refers to the Ministry of Defence (including the Central Staffs, the Navy, Arm and Air Force Departments and the Procurement Executive).

protection as afforded it by the releasing government. The receiving government shall be responsible for information so received while it is within its territorial jurisdiction and while it is possessed by or furnished to persons authorized to visit abroad pursuant to this arrangement. The United States Defense Investigative Service (DIS) and the Directorate of MOD Security (D MOD Sy) of the UK Ministry of Defence will assume responsibility for administering security measures for a classified contract awarded to industry for performance in their respective countries under the same standards and requirements as govern the protection of their own classified contracts.

a. Inspection. The designated government agency shall ensure that necessary industrial security inspections are made of each contractor facility engaged in the performance of, or in negotiations for, a classified Contract.

b. Security Costs. Costs incurred in conducting security investigations or inspections shall be borne by the government rendering the service. Costs incurred by either of the two governments through implementation of other security measures, including costs incurred through the use of the diplomatic courier service or any other authorized official courier service, will not be reimbursed. There shall be provisions in classified contracts for security costs to be incurred under the contract, such as special costs for packing, transport and the like, which shall be borne by the party for whom the service is required under the contract. If, subsequent to the date of contract, the security classification or security requirements under the contract

UK

UK

are changed, and the security costs or time required for delivery under the contract are thereby increased or decreased, the contract price, delivery schedule, or both, and any other provisions of the contract that may be affected shall be subject to an equitable adjustment by reason of such increased or decreased costs. Such equitable adjustments shall be accomplished under the appropriate provisions in the contract governing changes.

C. Security Clearances. Clearances of contractor facilities and individuals that will possess or be authorized access to classified information shall be processed according to the pertinent regulations of the country having responsibility for administering security measures for the classified contract.

d. Orientation. The designated government agency shall ensure that contractors or subcontractors having access to the classified information are furnished instructions setting forth their responsibility to protect the information in accordance with applicable laws and regulations.

e. Transmission. Transmission of classified information and material shall be made only through representatives designated by each of the governments. This procedure is commonly known as transmission through government-to-government channels. As an exception, the US may transmit classified material directly to a firm located in the US which is under the ownership, control, or influence of a UK entity, and the UK may transmit such information directly to a firm in the UK which is under the ownership, control, or influence of a US entity provided such firms have been granted a reciprocal security clearance



under Appendix C of this Annex and the information is determined to be releasable under the national disclosure policy of the releasing government.

(1) For each classified contract, the contractor shall be informed of the channels of transmission to be used.

(2) Material shall be prepared for transmission in accordance with the regulations of the country from which the material is to be dispatched.

f. Public Release of Information. Public release by a contractor or subcontractor of any information pertaining to a classified contract shall in the US be governed by the Department of Defense Industrial Security Manual (DoDISM), DoD 5220.22-M, and in the UK by "Security in Industry". In the case of a UK facility with a US classified contract, initial prior review and approval shall be governed by "Security in Industry" with final approval by the appropriate US authority. In the case of a US facility with a UK classified contract, initial prior review and approval shall be governed by the DoDISM with final approval by D MOD Sy.

g. Marking. The responsible agency of the sending government shall mark classified information with its appropriate classification marking and the name of the country of origin prior to transmittal to the receiving government. Upon receipt, the information shall be assigned an equivalent classification and so marked by the recipient government agency as follows:

April 14, 1961

RELEASE IN FULL

Excellency:

I have the honor to refer to recent discussions between representatives of our respective Governments concerning the desirability of extending to all classified information exchanged between our two Governments the same principles which our Governments have agreed to apply in safeguarding classified information covered by the Security Agreement by the Parties to the North Atlantic Treaty, approved by the North Atlantic Council on January 6, 1950, and the Basic Principles and Minimum Standards of Security, approved by the Council on March 2, 1955 (NATO Document C-M(55)15(Final)), and the Security Agreement between the United States and United Kingdom Chiefs of Staff approved in August 1948.

Recognizing that

The Honorable

Sir Harold Caccia, G.C.M.G., K.C.V.O.,

British Ambassador.

- 2 -

Recognizing that protection of all classified information communicated directly or indirectly between our governments is essential to the national safety and security of both our countries, I have the honor to suggest the following mutual understanding for the protection of such information, namely, that the recipient:

- a. Will not release the information to a third Government without the approval of the releasing Government.
- b. Will undertake to afford the information substantially the same degree of protection afforded it by the releasing Government.
- c. Will not use the information for other than the purpose given.
- d. Will respect private rights, such as patents, copyrights, or trade secrets which are involved in the information.

Nothing in the arrangement proposed in this note shall be held to impair existing agreements and arrangements for safeguarding classified military information or to apply to information for which special provision has been made, such as atomic energy information which the United States designates as Restricted Data. Subject to this qualification, the arrangement proposed in this note would apply to all information furnished by the United States Government.

- 3 -

and classified "Confidential", "Secret", or "Top Secret" and to such information designated by Her Majesty's Government in the United Kingdom as coming within the purview of this arrangement.

The details regarding channels of communication and the application of the foregoing principles would be the subject of technical arrangements between appropriate agencies of our respective Governments.

If the foregoing is acceptable to your Government, I propose that this note and your reply to that effect, designating the types of information your Government wishes covered, shall be regarded as placing on record the mutual understanding reached between the Governments on this matter which shall become effective as from the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

Ivan B. White

RELEASE IN FULL

The Secretary of State presents his compliments to His Excellency the Ambassador of Canada and has the honor to refer to recent discussions between representatives of the Government of the United States and of the Government of Canada concerning the desirability of extending to all classified information exchanged between the two Governments the same principles which the Governments have agreed to apply in safeguarding classified information covered by the Security Agreement by the parties to the North Atlantic Treaty, approved by the North Atlantic Council on January 6, 1950, and the basic principles and minimum standards of security, approved by the Council on March 2, 1955 (NAFO Document G-4(55)15(Final)), and the Security Agreement between the United States and Canada which became effective September 15, 1950, and which was extended April 5, 1952.

Recognizing

- 2 -

Recognizing that protection of all classified information communicated directly or indirectly between the two Governments is essential to the national security of both countries, the Secretary of State suggests the following mutual understanding for the protection of such information; namely, that the recipient:

- A. will not release the information to a third Government without the approval of the releasing Government;
- B. will undertake to afford the information substantially the same degree of protection afforded it by the releasing Government;
- C. will not use the information for other than the purpose given;
- D. will respect private rights, such as patents, copyrights, or trade secrets which are involved in the information.

Nothing in the arrangement proposed in this note shall be held to impair existing agreements and arrangements for safeguarding classified information or apply to information for which special provision has been made or may be made, such as Atomic Energy information which the United States designates as "Restricted Data".

- 3 -

Subject to this qualification, the arrangement proposed in this note would apply to all information furnished by the United States Government and classified "Confidential", "Secret", or "Top Secret" and to such information designated by the Canadian Government as coming within the purview of this arrangement.

The details regarding channels of communication and the application of the foregoing principles will be the subject of technical arrangements between appropriate agencies of the Governments concerned.

If the foregoing is acceptable to the Government of Canada, the Secretary of State proposes that this note and the Ambassador's reply to that effect, designating the types of information the Government of Canada wishes covered, shall be regarded as placing on record the mutual understanding reached between the two Governments on this matter which shall become effective as from the date of the Ambassador's reply.

Department of State,

Washington, January 30, 1962.

SCA:MC:MCBozzelli:mk 1/30/62