

SAMPLE PROGRAM SPECIFIC SECURITY AGREEMENT

When there is no General Security Agreement with another government, the required legal and policy security requirements shall be included in an exchange of diplomatic notes, a program specific security agreement, or in the actual program agreement (e.g., a cooperative research and development agreement). The content of an agreement must be approved by the DUSD (TSP&NDP) prior to discussion with the other government. Any modification to the text during negotiation must be approved by the DUSD (TSP&NDP). Once the terms set forth in the agreement are agreed upon, the DUSD (TSP&NDP) will sign or delegate authority to sign the agreement. The following provisos will be included in the program specific security agreement. They may also be used for an exchange of diplomatic notes or in the security of a program agreement. When an initiative also will involve controlled unclassified information (CUI), appropriate provisos will be added. If the initiative was contingent on an exception to the NDP-1 and the decision resulted in specified conditions or limitations, they shall be included, except when they are not to be revealed to the other government.

1. The first paragraph will contain a reference to the pertinent documentation that establishes or will establish the bilateral or multinational arrangement requiring the security agreement. For example, a Letter of Offer and Acceptance, citing the Case Designator and indicating that the agreement takes precedence: This security agreement between the Department of Defense of the United States of America and the Ministry of Defense of the Government of [cite the country] (hereafter, “the Parties”) establishes the terms and conditions by which classified information and material related to the [cite the system] to be sold to the Government of [cite the country] under Letter of Offer and Acceptance [cite Case Designator] will be protected. In the case of any difference in interpretation between the terms of Letter of Offer and Acceptance [cite Case Designator] and this Agreement, the terms of this Agreement will govern. The Parties hereby agree as follows:

2. Definitions [Note: An actual agreement may require additional definitions] :
- a. Information: Information means knowledge in any form, i.e., in oral, visual or material form.
 - b. Classified Information: Classified information means information that has been determined to require protection in the interests of national security and is marked with a classification designation by the country that originated the information (e.g., Top Secret, Secret, Confidential, or Restricted).
 - c. Controlled Unclassified Information. Unclassified information that does not meet the standard for national security classification, but is pertinent to the national

Disclaimer: This document is provided to students of the IPSR Course as a sample document of a program specific security agreement for educational purposes only.

Avanco International, Inc.
www.avanco.com
International.Programs@avanco.com

interest of the United States or is originated by entities outside the U.S. Government and under law or policy requires protection from disclosure, special handling safeguards, and prescribed limits on exchange or dissemination.

d. Material: Material means tangible matter, such as documents, equipment, photographs, magnetic tapes, computer disks, or other tangible matter that may contain information.

e. Facility: Facility means a physical location, such as a building or compound.

f. Disclose/Disclosure: Disclose or disclosure means the providing of information in any manner, i.e., oral, visual, or material.

g. Release: Release means the disclosure of information in material form, e.g., documentary form.

3. Classified information and material shall be transferred through official government channels or through other channels that may be agreed upon in writing by the responsible security officials of the Parties. [Note: When it is anticipated that a transfer of classified information or material is to be executed using other than official channels, e.g., using commercial freight forwarders or commercial carriers, hand carriage by participating personnel, or using secure communications, responsibility will be established in this agreement for preparing, coordinating, and approving the transportation, hand carry, or secure communications plans].

4. Each Party shall take all lawful steps available to it to ensure that classified information and material provided or generated pursuant to or in connection with the [cite the title or other program identification, e.g., Letter of Offer and Acceptance (cite Case Designator)] shall be protected from further disclosure unless disclosure is authorized by the Party that provided the information or material. Accordingly:

a. The recipient Party shall not disclose or release or authorize the disclosure or release of the information or material to any government, person, firm, organization, or other entity of a third country, or to any firm, organization or entity that is owned or controlled by a third country person or other third country entity, without the prior written consent of the Party that provided the information or material.

b. The recipient Party shall not use or permit the use of the classified information or material for any purpose other than that for which it was provided pursuant to the [cite the title or other program identification] without the prior written consent of the Party that provided the information or material.

Disclaimer: This document is provided to students of the IPSR Course as a sample document of a program specific security agreement for educational purposes only.

Avanco International, Inc.
www.avanco.com
International.Programs@avanco.com

c. The recipient Party will provide security protection for the classified information or material in a manner that is no less stringent than the protection provided to its own classified information and material of an equivalent security classification level.

5. Prior to the disclosure or release of any classified information or material provided or generated under the [cite the title or other program identification] to a person or a facility within its territory, consistent with paragraph 4.a., above, the recipient Party shall:

a. Ensure that any facility, governmental or commercial, to which the information or material may be provided, has the capability to protect the information or material and the responsible person at the facility has executed a written contractual arrangement under which the person agrees to provide such protection.

b. Ensure that all persons who will be authorized to have access to the information or material have been determined to be qualified for access to classified information, have an official need for such access, and have been informed of their responsibilities for protecting the information or material.

c. Appoint a person at each facility that will have access to the classified information or material who will be responsible for ensuring the proper protection of the information or material.

d. Conduct periodic inspections of all facilities that will have access to the information or material and ensure that the information or material is properly protected.

6. Each Party shall report to the other Party any loss or compromise, or potential loss or compromise, of classified information or material provided or generated under the [cite the title or other program identification].

7. Any visit by representatives of either Party to the territory of the other Party related to the [cite the title or other program identification] shall be submitted through government channels in compliance with the visit procedures of the country that will host the visit. Visitors shall be required to protect any classified information or material disclosed or released during the visit in compliance with this Agreement.

8. Each Party shall accept visits by security officials of the other Party, when mutually convenient, to review the requirements set forth in this Agreement.

9. This agreement shall remain in force as long as classified information or material provided or generated under the [cite the title or other program identification] remains in the possession of the Government of [cite country].

Disclaimer: This document is provided to students of the IPSR Course as a sample document of a program specific security agreement for educational purposes only.