

No. 34309

**UNITED STATES OF AMERICA
and
ISRAEL**

Exchange of notes constituting an agreement concerning general security of military information. Tel Aviv, 30 July 1982 and Jerusalem, 10 December 1982

Authentic text: English.

Registered by the United States of America on 20 January 1998.

**ÉTATS-UNIS D'AMÉRIQUE
et
ISRAËL**

Échange de notes constituant un accord relatif à la sécurité générale des informations militaires. Tel Aviv, 30 juillet 1982 et Jérusalem, 10 décembre 1982

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 20 janvier 1998.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND ISRAEL CONCERNING GENERAL SECURITY OF MILITARY INFORMATION

I

*The American Chargé d'Affaires ad interim
to the Israeli Minister of Foreign Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA

Tel Aviv, July 30, 1982

No. 97

Excellency,

I have the honor to refer to the exchange of notes between the Honorable U. Alexis Johnson for the Secretary of State of the United States of America, and the Honorable Avraham Harman, Ambassador of Israel, signed on March 25, 1963, at the Department of State, Washington, D.C., concerning the protection of classified information exchanged between our two governments.

The United States Government believes it is desirable to update and record the basic principals which govern the exchange of such information. I have the honor to propose, therefore, a confirmation of the mutual understanding, that, with respect to the exchange of such classified information communicated between our two governments, the following principles will apply to information designated by the Government of the United States as "Confidential," "Secret" or "Top Secret" and to

¹ Came into force on 10 December 1982, in accordance with the provisions of the said notes.

information designated by your Government as coming within the purview of this agreement:

GENERAL SECURITY OF INFORMATION AGREEMENT

- "1. All classified information communicated directly or indirectly between our two governments shall be protected in accordance with the following principles:
- a. The recipient government will not release the information to a third government or any other party without the approval of the releasing government;
 - b. the recipient government will afford the information a degree of protection equivalent to that afforded it by the releasing government;
 - c. the recipient government will not use the information for other than the purpose for which it was given; and
 - d. the recipient will respect private rights, such as patents, copyrights, or trade secrets which are involved in the information.
- "2. Classified information and material shall be transferred only on a government-to-government basis and only to persons who have appropriate security clearance for access to it.
- "3. For the purpose of this agreement classified information is that information or material which in the interests of national security

of the releasing government, and in accordance with applicable national laws and regulations, requires protection against unauthorized disclosure and which has been designated as classified by appropriate security authority. This includes any classified information, in any form, including written, oral or visual. 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, but not limited to, 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 items from which information can be derived.

- "4. Information classified by either 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 that required by the government furnishing the information.
- "5. This Agreement shall apply to all exchanges of classified information between all agencies and authorized officials of our two

governments. Details regarding channels of communication and the application of the foregoing principles shall be the subject of such technical arrangements (including an Industrial Security Agreement) as may be necessary between appropriate agencies of our respective governments.

- "6. Each government will permit security experts of the other government to make periodic visits to its territory, when it is mutually convenient, to discuss with its security authorities its procedures and facilities for the protection of classified information furnished to it by the other government. Each government will assist such experts in determining whether such information provided to it by the other government is being adequately protected.
- "7. The recipient government will investigate all cases in which it is known or there are grounds for suspecting that classified information from the originating government has been lost or disclosed to unauthorized persons. The recipient government shall also promptly and fully inform the originating government of the details of any such occurrences, and of the final results of the investigation and corrective action taken to preclude recurrences.
- "8. a. In the event that either government or its contractors award a contract

involving classified information for performance within the territory of the other government, then the government of the country in which performance under the contract is taking place will assume responsibility for administering security measures within its own territory for the protection of such classified information in accordance with its own standards and requirements.

- b. Prior to the release to a contractor or prospective contractor of any classified information received from the other government, the recipient government will:
- (1) insure that such contractor or prospective contractor and his facility have the capability to protect the information adequately;
 - (2) grant to the facility an appropriate security clearance to this effect;
 - (3) grant appropriate security clearance for all personnel whose duties require access to the information;
 - (4) insure that all persons having access to the information are informed of their responsibilities to protect the information in accordance with applicable laws;
 - (5) carry out periodic security inspections of cleared facilities;

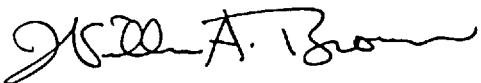
(6) assure that access to the information is limited to those persons who have a need to know for official purposes. A request for authorization to visit a facility when access to the classified information is involved will be submitted to the appropriate department or agency of the government of the country where the facility is located by an agency designated for this purpose by the other government. For the United States, the request will be submitted through the U.S. Military Attache in Tel Aviv; for Israel the request will be submitted through the Israeli Military Attache or Procurement Mission to the U.S., as appropriate. The request will include a statement of the security clearance, the official status of the visitor and the reason 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.

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

This understanding will apply to all exchanges of such information between all agencies and authorized officials of our two Governments, whether at the respective capitals of our two countries, at international conferences or elsewhere. Any other arrangements between our two Governments, or their respective agencies relating to the exchange of such information will, to the extent that they are not inconsistent with these principles, not be affected by this understanding. It is understood, however, that the foregoing does not commit either Government to the release to the other of any classified information or material.

If the foregoing is agreeable to your Government, I propose that this note and your reply to that effect, designating the types of information your Government wishes covered, shall supersede the March 25, 1963 agreement on this matter effective on the date of your reply.

Accept, Excellency the renewed assurances my highest consideration.

 ¹
Chargé d'Affaires, ad interim

His Excellency
Yitzhak Shamir
Minister of Foreign Affairs of Israel

¹ William A. Brown.

II

*The Israeli Minister of Foreign Affairs
to the American Ambassador*

MINISTER FOR FOREIGN AFFAIRS

שר החוץ

Jerusalem, December 10, 1982

Mr. Ambassador,

I have the honour to acknowledge receipt of the Note No. 97 of July 30, 1982 from Mr. W. A. Brown, Charge d'Affaires, ad interim, concerning the protection of classified information exchanged between our two governments.

In reply, I have the honour to inform you that the proposals made therein are acceptable by the Government of Israel who therefore agree that your Note and the present reply shall supersede the March 25, 1963, agreement on this matter, effective on the date of this reply.

The types of information designated by the Government of Israel to which the arrangements would apply are all information furnished by the Government of Israel and classified "Mugbal" (restricted or for official use only), "Confidential" (the equivalent in hebrew "Shamour"), "Secret" (the equivalent in hebrew "Sodi") or "Top Secret" (the equivalent in hebrew "Sodi Be'Yoter").

Accept, Mr. Ambassador, the assurances of my highest consideration.



YITZHAK SHAMIR

His Excellency
Mr. Samuel W. Lewis
Ambassador of the U.S.A.
in Israel