

No. 19974

**SPAIN
and
UNITED STATES OF AMERICA**

Master Data Exchange Agreement for the mutual development of weapons systems. Signed at Washington on 19 June 1980

Authentic texts: Spanish and English.

Registered by Spain on 29 June 1981.

**ESPAGNE
et
ÉTATS-UNIS D'AMÉRIQUE**

Accord relatif à l'échange de données permanentes pour le développement de systèmes d'armes. Signé à Washington le 19 juin 1980

Textes authentiques: espagnol et anglais.

Enregistré par l'Espagne le 29 juin 1981.

MASTER DATA EXCHANGE AGREEMENT¹ FOR THE MUTUAL DEVELOPMENT OF WEAPONS SYSTEMS

1. SCOPE

Based on the spirit of cooperation which characterizes the relations between Spain and the United States of America that have been formalized in the Treaty of Friendship and Cooperation signed 24 January 1976,² and consistent with their respective laws and policies, the Government of the United States of America, through the Department of Defense, and the Government of Spain, through the Ministry of Defense, shall provide information to each other, on the basis of the provisions of this agreement, on all aspects of each data exchange project which in each case will be processed through the Joint Committee for Politico-Military Administrative Affairs for the mutual development of weapons systems, including all information now available and any developed subsequent to the approval of such projects, subject to the provisions of paragraph 7 below.

2. ESTABLISHMENTS AND AUTHORITIES CONCERNED

Each project that is approved will indicate the organizations and authorities that will have authority to implement same, without prejudice to the modifications which may later be established by mutual agreement. Project officers will be designated respectively by each government for each project, and will be responsible for the project.

3. CHANNELS OF CORRESPONDENCE, VISITS AND REQUESTS FOR INFORMATION

a. In the implementation of each data exchange project, authorities of the Government of Spain and of the United States of America involved in these projects are authorized to maintain correspondence relating to that project, addressed to authorities involved of the other country. Such correspondence, however, shall be forwarded by the Project Officer initiating the correspondence for transmittal, via JUSMG-MAAG, Spain, to the Project Officer of the other country for necessary distribution.

b. Visits of personnel of one country to organizations of the other listed in the list for a project, shall be made only by the personnel covered by the project (i.e., authorities and personnel of the organizations). For each such project, requests for visits of personnel of one country to listed organizations of the other country shall first be submitted for approval to the Project Officer of the country to be visited. Such requests shall be transmitted through the channels for correspondence prescribed in subparagraph *a.* above. After prior

¹ Came into force on 19 June 1980 by signature, in accordance with article 8.

² United Nations, *Treaty Series*, vol. 1030, p. 116.

approval has been received from the Project Officer of the country to be visited, a formal visit request forwarding the requisite certificate of security clearance for the personnel making the visit shall be transmitted to the country:

- (1) In the case of a visit to the United States, through the Defense Attaché of the Spanish Embassy in Washington, D. C., or
- (2) In the case of a visit to Spain, through the JUSMG, Spain.

Project Officers shall be kept apprised of all formal visit requests and action thereon.

c. Requests for information on any project shall be transmitted through the channels prescribed for correspondence in subparagraph *a.* above.

4. SECURITY MEASURES AND ASSURANCES

In consideration of the assistance to be mutually provided by the Government of the United States through the Department of Defense and the Government of Spain through the Ministry of Defense, it is agreed that for each data exchange project the following norms will be applied:

a. The information exchanged shall be used only for military purposes. Each Government commits itself to afford to such information substantially the same degree of security protection afforded it by the originating Government. Neither Government shall disclose such classified information to a third Government or a third Party without the consent of the originating Government. The same security protection shall be afforded to information originated by one Government but received indirectly by the other Government through a third Government.

b. At each industrial, commercial or non-Government facility wherein information furnished by the other Government is to be used, the receiving Government shall assign a person, who may or may not be the Project Officer, of sufficient rank to exercise effectively the responsibilities for safeguarding at such facility the information pertaining to the project. After consultation with the appropriate security agencies, this officer or official shall be responsible for limiting access to material involved in the project to those persons who are under pertinent obligation.

c. The Government of Spain assures the Government of the United States that adequate provisions for security exist in the facilities to be utilized and assumes responsibility for safeguarding, by all available means, all United States information that may be transmitted hereunder.

d. The Government of the United States assures the Government of Spain that adequate provisions for security exist in the facilities to be utilized and assumes responsibility for safeguarding, by all available means, all Spanish information that may be transmitted hereunder.

5. TRANSMISSION OF DOCUMENTS

When this agreement becomes effective, documents shall be transmitted through the channels for correspondence prescribed in paragraph 3. *a.* above.

6. USE OF FOREIGN CONTROLLED OR DIRECTED INDUSTRIAL FACILITIES

In connection with each Data Exchange project covered by this agreement, neither Government shall provide, without the prior consent of the other Government, information furnished by the other Government to any industrial facility whose financial, administrative, policy or management control is in the power of persons or entities who are nationals of any country other than the host country.

7. TERMINATION OF EXCHANGE OF INFORMATION

The mutual exchange of information established which is the object of this agreement shall terminate for each data exchange project upon completion of that project, or may be terminated at any earlier time by either Government. With respect to information already exchanged, however, the obligations hereunder shall remain in full force and effect. Specifically, the use by either Government of information already exchanged under the project will remain subject to the security provisions of paragraph 4 above. The two Governments agree that in connection with the termination of the exchange of information, they shall consult beforehand on various matters related to this material, including the future use which may be made by a specific Government of information furnished to it by the other Government in material that is the object of this agreement.

8. ENTRY INTO FORCE

This agreement shall enter into force on the day it is signed.

DONE at Washington in duplicate, in the English and Spanish languages, each of which shall be equally authentic, this 19th day of June of 1980.

For the Government
of Spain:

[Signed]

JOSÉ LLADO
Ambassador of Spain

For the Government
of the United States of America:

[Signed]

WILLIAM J. PERRY
Under Secretary of Defense
for Research and Engineering