

No. 23506

**SPAIN
and
UNITED STATES OF AMERICA**

**General Security of Military Information Agreement (with
protocol). Signed at Washington on 12 March 1984**

Authentic texts: Spanish and English.

Registered by Spain on 10 September 1985.

**ESPAGNE
et
ÉTATS-UNIS D'AMÉRIQUE**

**Accord relatif à la sécurité générale des renseignements mili-
taires secrets (avec protocole). Signé à Washington
le 12 mars 1984**

Textes authentiques : espagnol et anglais.

Enregistré par l'Espagne le 10 septembre 1985.

Tabla de Equivalencias en Categorías de Clasificación de Seguridad

Clasificación española

Secreto

Reservado

Confidencial

Difusión Limitada

Clasificación norteamericana

Top Secret

Secret

Confidential

(Sin equivalente)*

La información clasificada producida o reproducida en el país destinatario relacionada con contratos clasificados se estampillará con los sellos de la clasificación asignada de ambos países, tal como se ha determinado anteriormente.

Las estampillas se aplicarán según las normas del país en el que la información se produce o reproduce.

h. Cláusula de requisitos de seguridad. El organismo responsable del Gobierno que esté negociando un contrato clasificado para su ejecución en el otro país deberá incorporar al contrato una cláusula con los correspondientes requisitos de seguridad**. Además, todo contratista en posesión de un contrato clasificado, deberá, por medio del mismo, ser requerido para que incorpore la misma cláusula con los correspondientes requisitos de seguridad a cualquier subcontrato que vaya a ser ejecutado dentro del otro país. Una copia del contrato, propuesta o documento subcontractual, incluyendo la cláusula de requisitos de seguridad, se remitirá a la mayor brevedad posible, a través de los correspondientes canales, al órgano gubernamental designado encargado de la seguridad del contrato.

* *a.* Los documentos o material español que tengan la clasificación de "Difusión Limitada" no llevarán ningún estampillado de clasificación de seguridad por parte de los Estados Unidos pero se estampillarán en inglés con las palabras "Spanish restricted". Por otra parte, se introducirá la siguiente anotación: "To be safeguarded in accordance with Department of Defense Industrial Security Manual (DoDISM), DoD 5220.22-M or Department of Defense Information Security Program Regulation, DoD 5200.1-R, as appropriate". Los documentos o material marcados de esta forma se guardarán en archivos, mesas de despacho, siempre bajo llave, o en zonas o espacios cerrados similares que impidan el acceso a toda persona no autorizada.

b. Los documentos o material de trabajo estampillados "To be treated as Confidential" o "Modified Handling Authorized" tendrán estas marcas norteamericanas borradas o eliminadas cuando se retiren de los archivos para su correspondiente utilización. Se estampillarán de nuevo y se protegerán como se especifica en el párrafo "a." anterior.

c. Los documentos españoles con la clasificación de "Spanish Restricted" (Difusión Limitada) se manejarán de forma tal que se impida su difusión, acceso o utilización, salvo para fines oficiales del Gobierno de los Estados Unidos o del país, que los remite.

d. Los documentos y el material que contengan información "Difusión Limitada" (Spanish Restricted) se facilitarán sólo a contratistas que tengan habilitación de seguridad hasta el nivel de Confidencial dada por el Gobierno de los Estados Unidos y a personas con el mismo nivel de seguridad dado por el Gobierno de los Estados Unidos o por un contratista norteamericano. Tanto para instalaciones como para individuos se deberá hacer constar la necesidad de acceso a dicha información por razones oficiales.

e. Los documentos que lleven la denominación "Spanish Restricted" (Difusión Limitada) se remitirán por correo de primera clase dentro de los Estados Unidos. Se enviarán en dos cubiertas de seguridad, la interior sellada con la siguiente denominación: "Spanish Restricted". La remisión de esta información fuera de los Estados Unidos se hará a través de medios autorizados para la manipulación de información clasificada norteamericana.

f. La documentación norteamericana no clasificada procedente de una agencia gubernamental de los Estados Unidos y que contenga información que España haya clasificado como "Difusión Limitada" llevará en la cubierta y en la primera página la estampilla de "Spanish Restricted". Por otra parte se introducirá la siguiente anotación: "To be safeguarded in accordance with Department of Defense Industrial Security Manual (DoDISM) DoD 5220.22-M or Department of Defense Information Security Program Regulation, DoD 5220.1-R, as appropriate". En los documentos se identificará la información con la marca de "Spanish Restricted".

** *a.* La cláusula de requisitos de seguridad adjunta al Apéndice A, o una cláusula equivalente apropiada pueden utilizarse para contratos concedidos a contratistas de los Estados Unidos.

b. La cláusula de requisitos de seguridad adjunta al Apéndice B, o una cláusula equivalente apropiada, pueden utilizarse para contratos concedidos a contratistas españoles.

Defense Intelligence Agency
Foreign Liaison Branch (DI-4A)
Washington, D. C. 20301

(Agencia de Inteligencia para la Defensa
Sección de Enlaces Extranjeros (DI-4A)
Washington, D. C. 20301)

5. El presente Protocolo, juntamente con sus dos anejos, entrará y permanecerá en vigor según lo estipulado en el Artículo 10 del Acuerdo sobre Seguridad de Información Militar Clasificada.

HECHO en Washington, el día 12 de Marzo de 1984 en español e inglés, haciendo fe ambos textos.

Por el Gobierno
del Reino de España:

[Signed — Signé]

NARCISO SERRA
Ministro de Defensa

Por el Gobierno
de los Estados Unidos de América:

[Signed — Signé]

CASPAR W. WEINBERGER
Secretario de Defensa norteamericano

Apéndice:

- A. Requisitos de Seguridad para Contratos Españoles.
B. Requisitos de Seguridad para Contratos Estadounidenses.

APENDICE A AL PROTOCOLO SOBRE FORMAS DE SEGURIDAD PARA OPERACIONES INDUSTRIALES ENTRE EL MINISTERIO DE DEFENSA DE ESPAÑA Y EL DEPARTAMENTO DE DEFENSA DE LOS ESTADOS UNIDOS

CLÁUSULA DE REQUISITOS DE SEGURIDAD PARA INCLUSIÓN EN CONTRATOS
CLASIFICADOS DE ESPAÑA ADMINISTRADOS POR LOS ESTADOS UNIDOS

1. Las disposiciones de esta cláusula se basan sobre un acuerdo entre el Gobierno de España y el Gobierno de los Estados Unidos, y se aplicarán en la medida en que este contrato implique acceso o posesión de información a la que el Gobierno de España haya asignado una clasificación de seguridad.

2. El Gobierno de España asignará una clasificación de seguridad a cada uno de los elementos de información clasificada que se proporcione o que vaya a producirse en virtud de este contrato, e informará al Defense Investigative Service, Attn: Deputy Director (Industrial Security), de tales elementos y su clasificación de seguridad. Si la información clasificada fuese divulgada oralmente como consecuencia de una visita al contratista por el Gobierno de España o en nombre de éste, el contratista será informado de tal clasificación de seguridad. El Defense Investigative Service (DIS) deberá asegurar que se obtengan del Gobierno de España las correspondientes directrices de clasificación para cada elemento de la información clasificada que se proporcione o que vaya a producirse en virtud del contrato. Garantizará también que a dicha información se le asigne una clasificación de seguridad equivalente en los Estados Unidos. El Gobierno de España mantendrá al día todas las clasificaciones de seguridad, e informará al Defense Investigative Service, Attn: Deputy Director (Industrial Security), de todos los cambios que puedan producirse. Cada elemento clasificado de este contrato será guardado y prote-

GENERAL SECURITY OF MILITARY INFORMATION AGREEMENT¹ BETWEEN SPAIN AND THE UNITED STATES OF AMERICA

The Government of the Kingdom of Spain and the Government of the United States of America,

Considering that cooperation between the two countries generates a need to exchange documents and materials which constitute information that must be classified for security purposes, have agreed to adopt the provisions contained in this Agreement.

Article 1. All classified military information communicated directly or indirectly between the Government of the United States and the Government of Spain 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.

Article 2. Classified military information and material shall be transferred only on a government-to-government basis and only to persons who have security clearance at the appropriate level.

Article 3. For the purpose of this Agreement classified military information is that official military information or material which in the interests of national security of the releasing government, and in accordance with national laws and regulations in force, requires protection against unauthorized disclosure and which has been designated as classified by appropriate authority. This includes all classified information, of any type, including written, oral, or visual. Material may be any document, product, or other objects on, or in which, information may be recorded or embodied. Material shall encompass any object regardless of its physical character or appearance 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.

Article 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.

¹ Came into force on 12 March 1984 by signature, in accordance with article 10 (a).

Article 5. This Agreement shall apply to all exchanges of classified military information between all agencies and authorized officials of our two governments. However, this Agreement shall not apply to classified information for which separate security agreements already have been concluded. Details regarding channels of communication and the application of the foregoing principles shall be the subject of such technical arrangements (including an Industrial Security Arrangement) as may be necessary between appropriate agencies of our respective governments.

Article 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 military 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.

Article 7. The recipient government will investigate all cases in which it is known or there are grounds for suspecting that classified military 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.

Article 8. a. In the event that either government or its contractors award a contract involving classified military 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 military 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) Insure that the facility meets all appropriate security requirements and grant to the facility the corresponding security clearance;
- (3) Insure that all personnel whose duties require access to the information meet the appropriate security requirements and grant to them the corresponding security clearance;
- (4) Insure that all persons having access to the information are informed of their responsibilities to protect the information in accordance with the laws in force;
- (5) Carry out periodic security inspections of cleared facilities;
- (6) Assure that access to the military information is limited to those persons who have a need to know for official purposes. Each government will designate the official agency authorized to submit to the other government requests for authorization to visit facilities located in its territory whenever such visits involve access to classified military information; this request will include a statement of the security clearance, the official position 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.

Article 9. Costs incurred in conducting security investigations or inspections required by this Agreement will not be subject to reimbursement.

Article 10. a. This Agreement shall enter into force on the date of its signature.

b. This Agreement shall remain in force for a five-year period and shall be automatically extended for one-year periods unless one of the parties provides written notification to the contrary to the other party at least six months before the end of the aforementioned periods.

DONE in Washington on March 12, 1984 in Spanish and English, both texts being equally authentic.

For the Government
of the Kingdom of Spain:

[Signed]

NARCISO SERRA
Ministro de Defensa¹

For the Government
of the United States:

[Signed]

CASPAR W. WEINBERGER
Secretario de Defensa norteamericano²

PROTOCOL ON SECURITY PROCEDURES FOR INDUSTRIAL OPERATIONS BETWEEN THE MINISTRY OF DEFENSE OF SPAIN AND THE DEPARTMENT OF DEFENSE OF THE UNITED STATES (ANNEX TO THE SECURITY OF CLASSIFIED MILITARY INFORMATION AGREEMENT)

1. PURPOSE

a. The following procedures have been developed to implement the provisions of the General Security of Military Information Agreement between the Government of Spain and the Government of the United States, entered into on March 12, 1984. The Agreement provides for the safeguarding of all classified information exchanged between the Governments. These procedures 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 Ministry of Defense of Spain in the United States (U.S.) or by or on behalf of the Department of Defense of the United States in Spain.

b. These procedures will not apply in the case of contracts that will involve access to cryptographic information, or to other 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

¹ Minister of Defense.

² North American Secretary of Defense.

a case-by-case basis by the releasing government. Such requests should identify the source, the amount and other pertinent particulars of the foreign ownership, control, or influence.

c. For the purpose of this Protocol 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 of any type, oral, visual or material. Material may be any document, product or substance on, or in which, information may be recorded or embodied. Material shall encompass any object regardless of its physical character or appearance 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 materials from which information can be derived.

2. GENERAL

Upon receipt of classified information furnished under this Protocol, the receiving government* shall undertake to afford the information with substantially the same degree of security 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 Protocol. The United States Defense Investigative Service (DIS) and, in the case of Spain, the División de Inspecciones Industriales de la Dirección General de Armamento y Material (DII-DGAM), for the Army and Air Force, and the Dirección de Construcciones de la Jefatura de Apoyo Logístico (DIC-JAL), for the Navy 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 insure that necessary industrial security inspections are made of each contractor facility that is a party to the performance of, or the 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 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.

* Whenever "government" is used in this Protocol, the Ministry of Defense of Spain or the Department of Defense of the United States is meant unless otherwise specifically indicated.

c. Security Clearances. Security clearances for the contractor installations and personnel that are to have access to classified information shall be processed before such access takes place in accordance with the pertinent regulations of the receiving country.

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

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.

(1) For each 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 regulation of the country from which the material is to be dispatched.

f. Public Release of Information. Public release by a contractor or subcontractor of information pertaining to a classified contract shall be governed by the Department of Defense Industrial Security Manual (DoDISM), DoD 5220.22-M, and the Armed Forces Industrial Security Manual of the Spanish Ministry of Defense (MSI). In the case of a Spanish facility with a U.S. classified contract, initial prior review and approval shall be governed by the Spanish Industrial Security Manual with final approval by a U.S. authority in accordance with the DoDISM. In the case of a U.S. facility with a Spanish classified contract, initial prior review and approval shall be governed by the DoDISM with final approval by the Spanish Government agency assigned this responsibility.

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:

Table of Equivalent Security Classification Categories

<i>Spanish Classification</i>	<i>U.S. Classification</i>
Secreto	Top Secret
Reservado	Secret
Confidencial	Confidential
Difusión Limitada	No equivalent*

Classified information produced or reproduced in the receiving country in connection with classified contracts shall be marked with the assigned classification markings of both countries as provided above. The markings shall be applied in the manner prescribed in the regulations of the country in which the information is produced or reproduced.

* a. Spanish documents or material bearing the classification "Difusión Limitada" shall not be marked with any U.S. security classification marking but shall be marked or stamped in English "Spanish Restricted." In addition, the following notation shall be entered: "To be safeguarded in accordance with Department of Defense Industrial Security Manual (DoDISM), DoD 5220.22-M or Department of Defense Information Security Program Regulation, DoD 5200.1-R, as

(Footnote continued on page 103)

h. Security Requirements Clause. The responsible agency of the Government negotiating a classified contract for performance within the other country shall incorporate into the contract a clause with the corresponding security requirements.** Moreover, every contractor in receipt of a classified contract shall be required thereby to incorporate the same clause with the corresponding security requirements in any subcontract to be performed in the other country. A copy of the contract, proposal or subcontract, including the security requirements clause shall be furnished promptly through appropriate channels to the government agency designated to furnish security supervision over the contract.

i. Security Classification Guidance. The appropriate authority of the sending government shall furnish the security classification guidance belonging to each classified element related to the contract to the designated agency of the receiving government and to the contractor and subcontractor. In the case of the U.S., this guidance shall be set forth in a Contract Security Classification Specification (DD Form 254). In the case of Spain, security classification guidance will be governed by the M.I.S.-01, "Contract Security Level". The guidance must identify that classified information which is furnished by the contracting country in connection with the contract or which is generated pursuant to the classified contract and assign to such information a proper security classification. A copy of the security classification guidance, a copy of the classified contract, or proposal, or subcontract containing the security requirements clause will be submitted to the designated agency of the government which is responsible for administering security measures. The addresses of the designated agencies are:

(Footnote continued from page 102)

appropriate." Documents or material so marked shall be stored in locked filing cabinets, desks, or similar closed spaces or areas that will prevent access by unauthorized personnel.

b. Documents or material on hand and marked "To be treated as Confidential" or "Modified Handling Authorized" will have these U.S. markings obliterated or excised as they are withdrawn from files for use. They shall be remarked and safeguarded as in para "a", above.

c. Spanish Restricted documents shall be handled in a manner that will preclude open publication, access or use for other than official Government purposes of the United States or the releasing country.

d. Documents and material containing Spanish Restricted information shall be released only to contractors which have been cleared to the level of Confidential by the U.S. Government and to individuals who have been security cleared to the Confidential level by either the U.S. Government or a U.S. contractor. Both facilities and individuals must also have a need for the information in the course of official business.

e. Spanish Restricted documents shall be transmitted by first-class mail within the United States. They shall be transmitted in two secure covers, the inner cover marked "Spanish Restricted." Transmission outside the United States shall be by one of the means authorized for United States classified information.

f. Unclassified U.S. documents originated by a U.S. Government agency which contain information that Spain has classified *Difusión Limitada* shall bear on the cover and the first page the marking "Spanish Restricted." In addition, the following notation shall be entered: "To be safeguarded in accordance with Department of Defense Industrial Security Manual (DoDISM), DoD 5220.22-M or Department of Defense Information Security Program Regulation, DoD 5200.I-R, as appropriate." In the documents, the information shall be identified with the Spanish Restricted marking.

** *a.* The security requirements clause attached at Appendix A or an appropriate equivalent clause may be used for contracts awarded to U.S. contractors.

b. The security requirements clause attached at Appendix B or an appropriate equivalent clause may be used for contracts awarded to Spanish contractors.

Spain

Excmo. Sr. Director General de Armamento y Material
Ministerio de Defensa
Madrid

Excmo. Sr. Almirante Jefe de la Dirección de Construcciones
de la Jefatura de Apoyo Logístico de la Armada
Avenida Pío XII, no. 83
Madrid-16

United States

Defense Investigative Service
Attn: Deputy Director (Industrial Security)
Department of Defense
1900 Half Street, S.W.
Washington, D.C. 20324

j. Loss, Compromise or Possible Compromise of Classified Information. Loss, compromise or possible compromise of classified information furnished by either government under these operating procedures, while such information is under the protection of the receiving government, shall be investigated by the receiving government. The recipient government shall have investigated by its responsible agencies all cases in which classified information from the originating country for the protection of which it is responsible, has been lost or disclosed to unauthorized persons, or may possibly have been disclosed to unauthorized persons. The responsible government agency of the originating country will without delay be advised of such occurrences. Subsequently, the responsible government agency will be informed of the final findings and of corrective action taken to preclude recurrence. The responsible government agency of the originating country will discharge the responsible government agency of the receiving country from further accountability for the lost information according to the circumstances of the case.

k. Subcontracts. Unless specifically prohibited in the classified contract, a contractor may subcontract within his own country in accordance with the security procedures prescribed in his country for classified subcontracts, and within the country of the contracting government under the procedures established by this arrangement for placing a classified prime contract in that country.

l. Visits. Visits relating to the exchange of classified information require the prior approval of both governments. Approval for such visits shall be granted only to persons possessing valid clearances. Authorization for visitors to have access to classified information will be limited to those necessary for official purposes in connection with the classified contract. When requested, the authority to visit the facility of the prime contractor shall include authorization to have access to or to disclose classified information at the facility of a subcontractor engaged in performance of work in connection with the same prime contract.

(1) Requests for approval of a visit shall include the following information:

- (a) Name and address of the contractor or activity to be visited.
- (b) Name and title of the person(s) to be visited, if known.

- (c) Name of the proposed visitor, his date and place of birth, and current citizenship.
- (d) Official title of the visitor, to include contractor or activity he is representing.
- (e) Current clearance level of the visitor.
- (f) Purpose of visit in detail and identification of contract, if any.
- (g) Date(s) of visit or period during which the visit authorization will be valid.

Requests for approval of visits will be submitted in the manner prescribed in paragraphs 3. and 4., specified below.

(2) A list will be developed to indicate those individuals who have been authorized by both governments to visit the specified government activities or contractor facilities for extended periods of time (not to exceed one year) in connection with a specific contract. This authorization may be renewed for additional periods of up to one year as may be necessary in the performance of the contract. Requests for individuals who are on the approved list to visit in connection with the contract will be submitted in advance of such visit direct to the government activity or contractor facility which is to be visited.

m. Reciprocal Government Security Visits. Each government will permit security experts of the other government to make periodic reciprocal 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 classified information provided by their government to the other government is being adequately protected.

3. OPERATING PROCEDURES INVOLVING UNITED STATES CLASSIFIED CONTRACTS IN SPAIN

a. General. The DII-DGAM or the DIC-JAL has the general responsibility for arranging facility clearance and approval of visits of U.S. personnel when it is desired to carry on precontract negotiations leading to the possible award of a classified contract in Spain. The DII-DGAM or the DIC-JAL are the agencies of the Government of Spain through which U.S. departments or agencies may arrange for the placement of prime contracts or through which U.S. contractors may arrange for the placement of subcontracts in Spain. U.S. Departments or agencies shall make their request as applicable direct to the:

Dirección General de Armamento y Material
Ministerio de Defensa
Madrid

Dirección de Construcciones
Jefatura de Apoyo Logístico de la Armada
Avenida Pío XII, no. 83
Madrid-16

b. Precontract Procedures. Prior to authorizing the release of classified information to a Spanish contractor or prospective contractor, the responsible agency of the Government of the United States will communicate directly with the DIIC-DGAM or the DIC-JAL to:

- (1) Obtain information as to the security clearance status of the facility in order to carry on the classified discussion;
- (2) Obtain information as to the security clearance status of the contractor's personnel with whom they desire to talk;
- (3) Determine the ability of the facility to protect classified information properly.
 - c. Visits. Requests for approval of individual visits or to establish an approved list for continuing visits will be submitted by the U.S. department or agency concerned to the DIIC-DGAM or the DIC-JAL.

4. OPERATING PROCEDURES INVOLVING SPANISH CLASSIFIED CONTRACTS IN THE UNITED STATES

a. General. The initial point of contact for the placement of a classified contract in the U.S. will be the Defense Investigative Service, Attn: Deputy Director (Industrial Security). That office will designate the cognizant security office which will administer security measures for the precontract negotiations and the performance of the contract or subcontract. Notice of this designation shall be furnished to the DIIC-DGAM or the DIC-JAL.

b. Precontract Procedures. Prior to authorizing the release of classified information to a U.S. contractor or prospective contractor, the responsible agency of the Government of Spain will communicate directly with the DIS to:

- (1) Obtain information as to the security clearance level of the facility involved;
- (2) Obtain information as to the security clearance level of the contractor's personnel with whom they desire to talk;
- (3) Determine the ability of the facility to protect classified information properly.

c. Visits. Requests for approval of individual visits or to establish an approved list for continuing visits will be submitted as may be appropriate by the responsible agency of the Government of Spain to:

Department of the Army
Assistant Chief of Staff for Intelligence
Attn: Foreign Liaison Directorate (DAMI-FLS)
Washington, D.C. 20310

Department of the Navy
Foreign Disclosure and Policy Control Branch
Office of the Chief of Naval Operations (OP 622E)
Washington, D.C. 20350

Department of the Air Force
International Affairs Division
Information Branch (CVAII)
Office of the Vice Chief of Staff
Washington, D.C. 20330

Defense Intelligence Agency
Foreign Liaison Branch (DI-4A)
Washington, D.C. 20301

5. This Protocol, along with its two annexes, shall enter into force and remain in force according to the stipulations stated in Article 10 of the General Security of Military Information Agreement.

DONE in Washington on March 12, 1984 in Spanish and English, both texts being equally authentic.

For the Government
of the Kingdom of Spain:

[Signed]

NARCISO SERRA
Ministro de Defensa¹

For the Government
of the United States:

[Signed]

CASPAR W. WEINBERGER
Secretario de Defensa norteamericano²

Appendices:

- A. Security Requirements Clause for Spanish Contracts
- B. Security Requirements Clause of U.S. Contracts

APPENDIX A TO PROTOCOL ON SECURITY PROCEDURES FOR INDUSTRIAL
OPERATIONS BETWEEN THE MINISTRY OF DEFENSE OF SPAIN AND THE
DEPARTMENT OF DEFENSE OF THE UNITED STATES

SECURITY REQUIREMENTS CLAUSE FOR INCLUSION IN SPANISH CLASSIFIED
CONTRACTS ADMINISTERED BY THE UNITED STATES

1. The provisions of this clause are based upon an agreement between the Government of Spain and the Government of the United States and shall apply to the extent that this contract involves access to or possession of information to which security classification has been assigned by the Government of Spain.

2. The Government of Spain shall assign a security classification to each of the elements of classified information which is furnished, or which is to be developed, under this contract and shall advise the Defense Investigative Service, Attn: Deputy Director (Industrial Security), of such elements and their security classification. If classified information is disclosed orally pursuant to a visit to the contractor by or on behalf of the Government of Spain, the contractor shall be informed of such security classification. The Defense Investigative Service (DIS) shall insure that appropriate classification guidance is obtained from the Government of Spain for each element of classified information which is furnished, or which is to be developed, under the contract. It will also insure that such information is assigned an equivalent security classification in the United States. The Government of Spain shall keep all security classifications up to date, and inform the Defense Investigative Service, Attn: Deputy Director (Industrial Security), of any changes thereto. Each classified element of this contract shall be safeguarded by the contractor as U.S. classified information of an equivalent security classification category as set forth in the table of equivalent security classification categories of paragraph 2.g. of the Security Protocol. Such information shall be subject to the provisions of U.S. laws and regulations. Classified information produced or reproduced in the U.S. in connection with classified contracts shall be marked with the assigned classification markings of both countries as provided.

¹ Minister of Defense.

² North American Secretary of Defense.

The markings shall be applied in the manner prescribed in the regulations of the country in which the information is produced or reproduced.

3. The U.S. contractor shall make no use of any U.S. classified information in connection with this contract, except with the expressed written authorization of the United States Agency responsible for the U.S. classified information.

4. Spanish classified information furnished or developed in the performance of this contract shall not be used for any other purpose without the expressed written authorization of the Spanish Agency responsible for it.

5. Since elements of this contract have been or may be assigned a security classification as provided in the aforementioned table of equivalent security classification categories, the U.S. contractor shall safeguard all classified elements of this contract and shall provide and maintain a system of security controls within his own organization in accordance with the requirements of:

- a. The Department of Defense Security Agreement (DD Form 441) between the contractor and the Government of the United States, including the Department of Defense Industrial Security Manual for Safeguarding Classified Information as in effect on the date of this contract, and any modification to the Security Agreement for the purpose of adapting the Manual to the contractor's business;
- b. Any amendments to said manual made after the date of this contract, notice of which has been furnished to the contractor by the Cognizant Security Office.

6. Representatives of the Cognizant Security Office shall be authorized to inspect at reasonable intervals the procedures, methods, and facilities utilized by the U.S. contractor to verify compliance with the security requirements that govern this contract within the U.S. Should the Government of the United States determine that the U.S. contractor is not complying with the security requirements of this contract, the U.S. contractor shall be informed in writing through the Cognizant Security Office of the proper action to be taken in order to effect compliance with such requirements.

7. If subsequent to the date of this contract, the security classifications or security requirements under this contract are changed by the Government of Spain or by the Government of the United States and the security costs under this contract are thereby increased or decreased, the contract price shall be subject to an equitable adjustment by reason of such increased or decreased costs.

8. The U.S. contractor agrees to insert security provisions which conform substantially to the language of this clause, including this paragraph in all subcontracts awarded to the U.S. contractors under this contract which involve access to classified information. In the event the U.S. contractor proposes to award a subcontract to other than a U.S. or Spanish contractor, prior permission must be obtained from the Government of Spain, which, if it approves of such a contract, will provide an appropriate security requirements clause.

9. The U.S. contractor also agrees that he shall determine that any subcontractor proposed by him for the furnishing of supplies and services which will involve access to classified information in the U.S. contractor's custody has:

- a. If located in the U.S., a current U.S. Department of Defense facility security clearance at the appropriate level, and has the ability to safeguard classified information properly prior to being afforded access to such classified information;
- b. If located in any other country, been approved by the Government of Spain to have access to its classified information, prior to being afforded such access.

APPENDIX B TO PROTOCOL ON SECURITY PROCEDURES FOR INDUSTRIAL OPERATIONS BETWEEN THE MINISTRY OF DEFENSE OF SPAIN AND THE DEPARTMENT OF DEFENSE OF THE UNITED STATES

SECURITY REQUIREMENTS CLAUSE FOR INCLUSION IN U.S. CLASSIFIED CONTRACTS ADMINISTERED BY SPAIN

1. The provisions of this clause are based upon an agreement between the Government of Spain and the Government of the United States and shall apply to the extent that this contract involves access to or possession of information to which a security classification has been assigned by the Government of the United States.

2. The Government of the United States shall assign a security classification to each of the elements of classified information which is furnished, or which is to be developed, under this contract and shall advise the División de Inspecciones Industriales de la Dirección General de Armamento y Material (DII-DGAM) or the Dirección de Construcciones de la Jefatura de Apoyo Logístico (DIC-JAL) of such elements and their security classification. If classified information is disclosed orally pursuant to a visit to the contractor by or on behalf of the Government of the United States, the contractor shall be informed of such security classification.

The DII-DGAM or the DIC-JAL shall insure that appropriate classification guidance is obtained from the Government of the United States for each element of classified information which is furnished, or which is to be developed, under the contract and that such information is assigned an equivalent Spanish security classification. The Government of the United States shall keep current all security classifications, and inform the DII-DGAM or the DIC-JAL of any changes thereto. Each classified element of this contract shall be safeguarded by the contractor as Spanish classified information of an equivalent security classification category as set forth in the table of equivalent security classification categories of paragraph 2.g. of the Security Protocol. Such information shall be subject to the provisions of Spanish laws and regulations. Classified information produced or reproduced in Spain in connection with classified contracts shall be marked with the assigned classification markings of both countries as provided. The markings shall be applied in the manner prescribed in the regulations of the country in which the information is produced or reproduced.

3. The Spanish contractor shall make no use of any Spanish classified information in connection with this contract, except with the expressed written authorization of the Spanish agency responsible for the Spanish classified information.

4. United States (U.S.) classified information furnished or developed in the performance of this contract shall not be used for any other purpose without the expressed written authorization of the U.S. User Agency responsible for it.

5. Since elements of this contract have been or may be assigned a security classification as provided in the aforementioned table of equivalent security classification categories, the Spanish contractor shall safeguard all classified elements of this contract and shall provide and maintain a system of security controls within his own organization in accordance with the requirements of:

- a. The Security Agreement between the contractor and the Government of Spain and any modifications to the Security Agreement for the purpose of adapting these regulations to the contractor's business;
- b. Any amendments to said regulations made after the date of this contract, notice of which has been furnished to the contractor by the DII-DGAM or the DIC-JAL, whichever has security cognizance over the facility.

6. Representatives of the DII-DGAM or the DIC-JAL shall be authorized to inspect at reasonable intervals the procedures, methods, and facilities utilized by the Spanish contractor to verify compliance with the security requirements that govern this contract in Spanish territory. Should the Government of Spain determine that the Spanish contractor is not complying with the security requirements of this contract, the Spanish contractor shall be informed in writing by the DII-DGAM or the DIC-JAL of the proper action to be taken in order to effect compliance with such requirements.

7. If subsequent to the date of this contract, the security classifications or security requirements under this contract are changed by the Government of Spain or by the Government of the United States and the security costs under this contract are thereby increased or decreased, the contract price shall be subject to an equitable adjustment by reason of such increased or decreased costs.

8. The Spanish contractor agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph in all subcontracts awarded to the Spanish contractors under this contract which involve access to classified information. In the event the Spanish contractor proposes to award a subcontract to other than a Spanish or U.S. contractor, prior permission must be obtained from the Government of the United States, which, if it approves of such a contract, will provide an appropriate security requirements clause.

9. The Spanish contractor also agrees that he shall determine that any subcontractor proposed by him for the furnishing of supplies and services which will involve access to classified information in the Spanish contractor's custody, has:

- a. If located in Spain, a current facility security clearance of the appropriate level furnished by the DII-DGAM or the DIC-JAL and has the ability to store classified information properly, prior to being afforded access to such classified information;
 - b. If located in any other country, been approved by the Government of the United States to have access to its classified information prior to being afforded such access.
-

Dirección General de Armamento y Material
Ministerio de Defensa
Madrid

Dirección de Construcciones
Jefatura de Apoyo Logístico de la Armada
Avenida Pío XII, no. 83
Madrid-16

b. Procédures préalables à la conclusion de contrats. Avant d'autoriser que des renseignements classifiés soient communiqués à un contractant ou un contractant potentiel espagnol, l'organisme gouvernemental américain compétent se met directement en contact avec la DIIC-DGAM ou la DIC-JAL pour :

- 1) S'assurer de l'habilitation de sécurité de l'établissement devant engager des discussions;
- 2) S'assurer de l'habilitation de sécurité du personnel de l'établissement avec lesquels il désire s'entretenir;
- 3) Déterminer si l'établissement est capable ou non de protéger de manière adéquate les renseignements classifiés.

c. Visites. Les demandes d'autorisation de visites individuelles ou d'établissement d'une liste approuvée pour des visites échelonnées sont adressées par le service ou l'organisme américain intéressé à la DIIC-DGAM ou à la DIC-JAL.

4. PROCÉDURES OPÉRATIONNELLES CLASSIFIÉES DE L'ESPAGNE AUX ÉTATS-UNIS

a. Généralités. Le point de contact initial pour obtenir un contrat entraînant l'utilisation de renseignements classifiés aux États-Unis est le Defense Investigative Service, Attn: Deputy Director (Industrial Security). Ce bureau désigne le service de sécurité compétent qui est chargé d'appliquer les mesures de sécurité lors des négociations préalables à la conclusion d'un contrat et de l'exécution du marché principal ou du contrat de sous-traitance. Notification en est faite à la DIIC-DGAM ou la DIC-JAL.

b. Procédures préalables à la passation de contrats. Avant d'autoriser que des informations classifiées ne soient communiquées au contractant ou au contractant potentiel américain, l'organisme gouvernemental espagnol compétent entre directement en contact avec le DIS pour :

- 1) S'assurer de l'habilitation de sécurité de l'établissement;
- 2) S'assurer de l'habilitation de sécurité du personnel de l'entreprise avec lequel il désire s'entretenir;
- 3) Déterminer si l'établissement est capable ou non de protéger de manière adéquate les informations classifiées.

c. Visites. Les demandes d'autorisation de visites individuelles ou d'établissement d'une liste approuvée de visites échelonnées devront être adressées par l'organisme gouvernemental espagnol compétent à :

Department of the Army
Assistant Chief of Staff for Intelligence
Attn: Foreign Liaison Directorate (DAMI-FLS)
Washington, D.C. 20310

Department of the Navy
Foreign Disclosure and Policy Control Branch
Office of the Chief of Naval Operations (OP 622E)
Washington, D.C. 20350

Department of the Air Force
International Affairs Division
Information Branch (CVAII)
Office of the Vice Chief of Staff
Washington, D.C. 20330

Defense Intelligence Agency
Foreign Liaison Branch (DI-4A)
Washington, D.C. 20301

5. Le présent Protocole ainsi que ses deux annexes entrent et restent en vigueur ainsi qu'il est stipulé à l'article 10 de l'Accord relatif à la sécurité générale des renseignements militaires secrets.

FAIT à Washington, le 12 mars 1984 en espagnol et en anglais, les deux textes faisant également foi.

Pour le Gouvernement
du Royaume d'Espagne :

[Signé]

NARCISO SERRA
Ministre de la Défense

Pour le Gouvernement
des États-Unis d'Amérique :

[Signé]

CASPAR W. WEINBERGER
Secrétaire d'Etat à la
défense des États-Unis

Appendice :

- A. Clauses régissant les normes de sécurité pour les contrats espagnols.
- B. Clauses régissant les normes de sécurité pour les contrats américains.

ANNEXE A AU PROTOCOLE SUR LES PROCÉDURES DE SÉCURITÉ RÉGISSANT
LES OPÉRATIONS INDUSTRIELLES ENTRE LE MINISTÈRE DE LA DÉFENSE
D'ESPAGNE ET LE DÉPARTEMENT D'ÉTAT À LA DÉFENSE DES ÉTATS-UNIS

CLAUSE RELATIVE AUX NORMES DE SÉCURITÉ DEVANT ÊTRE INSÉRÉE DANS LES CONTRATS ENTRAÎNANT
L'UTILISATION DE RENSEIGNEMENTS CLASSIFIÉS ADMINISTRÉS PAR LES ÉTATS-UNIS

1. Les dispositions de la présente clause reposent sur un accord signé entre le Gouvernement d'Espagne et le Gouvernement des États-Unis et s'appliquent aux contrats entraînant l'accès à des informations ou la possession d'informations auxquelles une classification a été attribuée par le Gouvernement d'Espagne.

2. Le Gouvernement d'Espagne attribue une classification à chaque élément d'information classifiée fournie ou à fournir dans le cadre de l'exécution dudit contrat et avise le Defense Investigative Service, Attn : Deputy Director (Industrial Security), de ces éléments ainsi que de