

No. 26973

**UNITED STATES OF AMERICA
and
COLOMBIA**

**Exchange of notes constituting an agreement concerning
general security of military information. Bogotá, 16 De-
cember 1981**

Authentic texts: English and Spanish.

Registered by the United States of America on 19 December 1989.

**ÉTATS-UNIS D'AMÉRIQUE
et
COLOMBIE**

**Échange de notes constituant un accord relatif à la sécurité
générale des renseignements militaires. Bogotá, 16 dé-
cembre 1981**

Textes authentiques : anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 19 décembre 1989.

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

I

Bogotá, December 16, 1981

No. 957

Dear Mr. Minister:

The Chargé d'Affaires, a.i., of the United States of America, presents his compliments to His Excellency the Minister of Defense of the Republic of Colombia, and has the honor to propose the conclusion, by exchange of notes, of the following Agreement respecting the General Security of Information:

"The Government of the United States of America and the Government of the Republic of Colombia, duly represented by the Chargé d'Affaires, *ad interim*, of the United States of America in Bogotá and the Minister of Defense of the Republic of Colombia, recognizing the longstanding friendship between our two governments and seeking to promote mutual military cooperation, have entered into this Agreement governing the protection of classified information communicated directly or indirectly between our two governments:

"1. All classified military 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 military 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 military information is that official military information 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

¹ Came into force on 16 December 1981, the date of the note in reply, in accordance with the provisions of the said notes.

designated as classified by appropriate security authority. This embraces any classified information, 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 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 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 and arrangements already have been concluded. Details regarding channels of communication and 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.

“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 provided 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 military information from the originating country has been lost or disclosed to unauthorized persons. The responsible government agency of the originating country will without delay be fully advised of such occurrences and of the final findings and corrective action taken to preclude recurrences.

“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 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) 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 military 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 military 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; this 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.”

If the foregoing is agreeable to His Excellency the Minister of Defense of the Republic of Colombia, the undersigned proposes that this note, together with His Excellency's reply to that effect shall constitute a General Security of Information Agreement between the Republic of Colombia and the United States of America, effective the date of His Excellency's reply.

The Chargé d'Affaires, *ad interim*, of the United States of America in Bogotá avails himself of this opportunity to renew to His Excellency the Minister of Defense of the Republic of Colombia assurances of his highest consideration.

[Signed]

ALEXANDER F. WATSON
Chargé d'Affaires, a.i.

His Excellency General Luis Carlos Camacho Layva
Minister of Defense of the Republic of Colombia
Bogotá, D.E.

[TRANSLATION¹ — TRADUCTION²]

REPUBLIC OF COLOMBIA
MINISTRY OF NATIONAL DEFENSE

Bogotá, D.E., December 16, 1981

No. 8729

The undersigned, the Minister of Defense of the Republic of Colombia, has the honor to acknowledge and take cognizance of a note of this date from the Chargé d'Affaires, *ad interim*, of the United States of America, proposing the conclusion by exchange of notes of the following Agreement respecting the General Security of Information:

[*See note 1*]

The Agreement set forth in the Chargé d'Affaires' note is satisfactory to the Minister of Defense of the Republic of Colombia, who understands such Agreement to be concluded by this exchange of notes.

Accept, Sir, the renewed assurances of my highest consideration,

[*Signed*]

General LUIS CARLOS CAMACHO LEYVA
Minister of Defense

Mr. Alexander F. Watson
Chargé d'Affaires *ad interim*
Embassy of the United States of America
Bogotá, D.E.

¹ Translation supplied by the Government of the United States of America.

² Traduction fournie par le Gouvernement des Etats-Unis d'Amérique.