

No. 31535

**CANADA
and
FRANCE**

**General Security Agreement concerning the exchange of classified information of defence interest (with appendix).
Signed at Hull on 18 February 1988**

Authentic texts: French and English.

Registered by Canada on 27 January 1995.

**CANADA
et
FRANCE**

Accord général de sécurité relatif à l'échange d'informations classifiées intéressant la défense (avec annexe). Signé à Hull le 18 février 1988

Textes authentiques : français et anglais.

Enregistré par le Canada le 27 janvier 1995.

GENERAL SECURITY AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE FRENCH REPUBLIC CONCERNING THE EXCHANGE OF CLASSIFIED INFORMATION OF DEFENCE INTEREST

The Government of Canada and the Government of the French Republic, hereinafter referred to as “the Parties”,

WISHING to ensure the protection of all classified information of defence interest exchanged between the competent Authorities of the two countries or supplied to French and Canadian private and public agencies in connection with contractual or pre-contractual arrangements containing secrecy protection clauses;

HAVE AGREED as follows:

ARTICLE 1

The Parties, within the framework of their national laws, shall take all appropriate action to ensure the security of the classified information that they are required to exchange while negotiating or executing agreements, contracts or subcontracts approved by the Parties. This information shall be accorded identical protection to that given national information of equivalent classification.

For the purposes of this Agreement, “classified information” includes information, documents and material of any type bearing, as assigned by one of the Parties, one of the levels of classification or protection set forth in Article 4 below, regardless of whether it is transmitted in writing, orally or visually.

ARTICLE 2

The competent national security authorities responsible for the execution of this Agreement are:

- For France: The General Secretary of National Defence
- For Canada: The Director, Security Branch, Department of Supply and Services

¹ Came into force on 18 February 1988 by signature, in accordance with article 11.

ARTICLE 3

Classified information that has been exchanged may be used only for purposes relating to the implementation of agreements or the execution of contracts or subcontracts approved by the Parties; it may not be used for advertising purpose. Know-how and property rights stemming from classified information, including industrial property rights, must be respected.

Classified information and its related know-how and property rights may not be divulged to a third country or to one of its nationals without the prior written approval of the originating Party.

Unclassified information relevant to classified projects may not be used for purposes other than those connected with the execution of the agreements and contracts set forth in this Article and in Article*1, without the written consent of the Parties.

The channel for requesting and receiving approval will be set out in the Appendix hereto, which is an integral part of this Agreement.

ARTICLE 4

Having taken knowledge of the security measures prescribed by their respective national laws and regulations, each of the Parties undertakes to protect the classified information exchanged under this Agreement and adopts the equivalence of the security classifications set out in the table below:

<u>FRANCE</u>	<u>CANADA</u>
SECRET DÉFENSE	SECRET
CONFIDENTIEL DÉFENSE	CONFIDENTIAL
DIFFUSION RESTREINTE	No equivalent (will be treated as CONFIDENTIAL in Canada)

ARTICLE 5

For every contract or subcontract involving classified information, a security annex shall be drawn up in which the originating Party shall specify the information to be protected by the recipient Party, as well as the security classification applicable to it.

Where the personnel will only have access to classified information at restricted sites other than those in their own establishments and will not reproduce or store anything classified, a security requirements clause specifying the level of clearance required shall be included in the contractual documents.

Such annexes or security requirements clause may be amended only by the originating Party. Copies of the security annexes and/or contractual documents containing the security requirements clauses will be submitted to the agency designated by the competent Party for controlling the application of security measures.

ARTICLE 6

Classified information may be divulged only to persons who have a need-to-know and are duly authorized and security cleared by their competent national authority.

No establishment that is organically outside the Party or its Armed Forces may participate in preliminary studies or be associated with the execution of an agreement, contract or subcontract involving classified information without first having been cleared to the required level by the competent national authority.

ARTICLE 7

Classified information shall generally be transmitted on a government-to-government basis via diplomatic or military channels through designated representatives of each of the Parties as set out in the Appendix hereto which is an integral part of this Agreement, or by any other methods as may be agreed by both Parties. The same shall apply to classified information transmitted via telecommunications facilities.

- (a) In the event of a clear-cut emergency however, classified documents may be carried between France and Canada and reciprocally by an individual cleared to the appropriate level and representing the establishment involved in performing the contract or subcontract; this person must be provided with a specific authorization to that effect delivered by the competent national authority and must be properly instructed concerning his duties and the security of the documents being transported.

This procedure shall be followed only where the routing of documents by diplomatic or military channels would result in delays incompatible with the time allowed for performance of the contractual obligations.

- (b) In the case of classified material or equipment that cannot be routed by diplomatic or military channels on account of its size, weight, packaging or for any other reason, the following rules shall apply:

—All transportation of classified material or equipment is subject to the prior written approval of the competent national authorities, in regard to the principle, the dates, the means and the methods of execution.

—It is the responsibility of the individual dispatching classified information to provide timely notification of his intention to dispatch it so that the appropriate authorization may be obtained from the national authorities concerned.

- The persons who are responsible for transportation and escorting must first have undergone a prior security investigation, be in possession of a clearance and have received from their employers whatever instruction is required respecting the security of the classified material or equipment for which they are responsible.
- Each Party shall specify the itineraries to be followed on its territory. In cases where periodic dispatches have to be organized, the loading and unloading points, and the measures required to guarantee the security of classified material and equipment during transit and customs clearance shall be determined by mutual consent between the Parties.

ARTICLE 8

Visits to establishments associated with the implementation of the agreements or with the performance of contracts or subcontracts are subject to prior written approval and to the following rules:

- (a) Visits that do not normally involve access to classified information covered by this Agreement or to areas in which such information is being kept or processed:
 - clearance for the visit shall be issued in accordance with the terms and conditions in force in the host country;
 - travel by visitors, be they nationals of either Party or nationals of a third country, shall be monitored.
- (b) Visits involving access to classified information covered by this Agreement, or to areas in which such information is being kept or processed: clearance for the visit shall be issued by the competent national authority of the host country; it may be granted only to the nationals of either Party who are cleared to a level at least equal to the highest classification of the information being kept or processed in these areas.

Request for visits must reach the competent national authority of the host country at least 30 days before the proposed date of the visit; they shall be made through the channels set out in the Appendix hereto.

Every request shall be formulated in compliance with the rules existing in the host country and shall include the following information: surname, given names, date and place of birth, nationality, passport number, position or appointment and security clearance of the visitor as well as the name and address of the establishment to be visited with the name and title of the person to be visited, if known, the employing or sponsoring organization of the visitor and the purpose of the visit, including details of the subjects and classification of information to be discussed.

A visit clearance shall be valid only for a specified date or period; in order to facilitate co-operation between the Parties, however, a schedule of visits spread over a period not exceeding 12 months may be drawn up.

Visits by nationals of third countries may be cleared only with the prior written consent of the Party that supplied to the other the classified information being kept or processed in the establishment.

ARTICLE 9

Each Party shall be entitled to verify the implementation and effectiveness of the action taken in the places where contracted or subcontracted work is being carried out in order to ensure that the classified information supplied by one Party to the other is being properly protected.

The dates of these inspection visits shall be mutually agreed upon by the two Parties, with 30 days advanced notice being required. The costs associated with such visits shall be borne by the Party requesting the visit.

ARTICLE 10

In the event of a compromise, loss, diversion or disclosure, real or suspected, of classified information, the receiving Party shall take all appropriate measures, in accordance with its national laws and regulations, and shall inform the originating Party, as soon as possible, of the compromise, loss, diversion or disclosure, as well as of the measures taken and of their results. Such notification shall contain sufficient detail to enable the originating Party to fully assess the damage incurred.

ARTICLE 11

This Agreement shall be effective on the date of signature. It may be amended at any time with the written consent of both Parties.

This Agreement will remain in effect until such time as one of the Parties notifies in writing its intention to withdraw from it, in which case it will terminate six months after receipt of such notification. In the event of termination, classified information shall continue to be handled as provided for in this Agreement.

[For the testimonium and signatures, see p. 174 of this volume.]

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet par leurs Gouvernements respectifs, ont signé le présent Accord.

FAIT à Hull le 18 février 1988, en double exemplaire, en langues française et anglaise, les deux textes faisant également foi.

IN WITNESS WHEREOF the undersigned, duly authorized by their respective Governments, have signed this Agreement.

DONE at Hull on February 18th 1988 in two copies, in English and French, both texts being equally authentic.

GEORGINA WYMAN

Pour le Gouvernement du Canada
For the Government of Canada

PHILIPPE HUSSON

Pour le Gouvernement de la République française
For the Government of the French Republic

APPENDIX

CHANNELS OF COMMUNICATION OF CLASSIFIED INFORMATION
(ARTICLES 3, 7, 8)

A — STANDARD

FROM FRANCE

TO CANADA

Defence Attaché, French Embassy, Ottawa, to Department of Supply and Services, Security Branch, Hull, Québec.

FROM CANADA

TO FRANCE

The Counsellor (Commercial) or the Canadian Forces Attaché at the Canadian Embassy in France to Ministry of Defence, Délégation Générale pour l'Armement, Délégation aux Relations Internationales, France.

B — IN EMERGENCY

Direct between

Ministry of Defence
Délégation Générale pour l'Armement
Délégation aux Relations Internationales,
France

and

Department of Supply and Services
Security Branch
Hull, Québec
