

Sample Text for a Program-Specific Security Agreement

1. The first paragraph shall contain a reference to the pertinent Letter of Offer and Acceptance (LOA), citing the Case Designator, and indicate that the agreement takes precedence. For example: This security agreement between the Department of Defense of the United States of America and the Ministry of Defense of the Government of [insert the country] (hereafter, “the Parties”) establishes the terms and conditions by which classified information and material related to the [insert system] to be sold to the Government of [insert the country] under LOA [insert Case Designator] will be protected. In the case of any difference in interpretation between the terms of LOA [insert Case Designator] and this Agreement, the terms of this Agreement will govern. The Parties hereby agree as follows:
2. Definitions:
 - a. Information - Knowledge in any form (i.e., in oral, visual or material form).
 - b. Classified Information - Information that has been determined to require protection in the interests of national security and is marked with a classification designation by the country that originated the information (e.g., Top Secret, Secret, Confidential, or Restricted).
 - c. Material - Tangible matter, such as documents, equipment, photographs, magnetic tapes, computer disks, or other tangible matter that may contain information.
 - d. Facility - Physical location, such as a building or compound.
 - e. Disclose/Disclosure - Providing of information in any form (i.e., oral, visual, or material).
 - f. Release - Disclosure of information in material form (e.g., documentary form).
3. Classified information and material shall be transferred through official government channels or through other channels that may be agreed upon in writing by the responsible security officials of the Parties. When a transfer of classified information or material is executed, a Transportation Plan shall be prepared to describe security requirements and arrangements for each segment of the transfer, from the point of origin to the ultimate destination.
4. Each Party shall take all lawful steps available to it to ensure that classified information and material provided or generated in connection with the sale of the (cite system) shall be protected from compromise or further disclosure unless such disclosure is authorized by the Party that provided the information or material. Accordingly, the recipient Party:
 - a. Will not disclose or release or authorize the disclosure or release of the information or material to any government, person, firm, organization, or other entity of a third country, or to any firm, organization or entity that is owned or controlled by a third country person or entity, without the prior written consent of the Party that provided the information or material.
 - b. Shall not use or permit the use of the classified information or material for any purpose other than that for which it was provided pursuant to LOA [insert Case Designator] without the prior written consent of the Party that provided the information or material.
 - c. Will provide security protection for the classified information or material in a manner that is no less stringent than the protection provided to its own classified information and material of an equivalent security classification level.

Figure C3.F1. Sample Text for a Program-Specific Security Agreement

5. Prior to the disclosure or release of any classified information or material provided or generated under LOA [insert Case Designator] to a person or a facility within its territory, consistent with paragraph 4.a., above, the recipient Party shall:
 - a. Ensure that any facility (governmental or commercial) to which the information or material may be provided has the capability to protect the information or material and the responsible person at the facility has executed a written contractual arrangement under which the person agrees to provide such protection.
 - b. Ensure that all persons who will be authorized to have access to the information or material have been determined to be qualified for access to classified information, have an official need for such access, and have been informed of their responsibilities for protecting the information or material.
 - c. Appoint a person at each facility that will have access to the classified information or material who will be responsible for ensuring the proper protection of the information or material.
 - d. Conduct periodic inspections of all facilities that will have access to the information or material and ensure that the information or material is properly protected.
6. Each Party shall report to the other Party any loss or compromise, or potential loss or compromise, of classified information or material provided or generated under LOA [insert Case Designator].
7. Any visit request by representatives of either Party to the territory of the other Party related to LOA [insert Case Designator] shall be submitted through government channels in compliance with the visit procedures of the country that will host the visit. Visitors shall be required to protect any classified information or material disclosed or released during the visit in compliance with this Agreement.
8. Each Party shall accept visits by security officials of the other Party, when mutually convenient, to review the requirements set forth in this Agreement.
9. This agreement shall remain in force as long as classified information or material provided or generated under LOA [insert Case Designator] remains in the possession of the Government of [insert Country].