

APPENDIX M**SECURITY CLAUSES****MULTINATIONAL INDUSTRIAL SECURITY WORKING GROUP****MISWG Document Number 4***(Amended 25 June 1993)***12 May 1988****SECURITY CLAUSES**

This document sets forth the basic security clauses to be included in non-NATO Multinational Cooperative Defence Programme Arrangements involving NATO member nations, but excluding:

a. Programmes that are funded and administered by NATO for which security will be governed by NATO security regulations. In such cases, paragraph 1.1, below shall be changed to require specific compliance with the NATO Document, CM (55)15(Final), and its subsequent amendments.

b. Bilateral programmes/projects with non-NATO nations. Security will normally be governed by bilateral agreements between the governments and/or special security procedures established in accordance with national security laws and regulations of the Participants. In such cases, paragraph 1.1 shall be changed to make reference to applicable bilateral security agreements.

(NOTE: Where the word "Arrangement" appears in the text, the appropriate word (MOU, agreement, party) should be used.)

1. SECURITY CLAUSES TO BE USED BY COOPERATING NATIONS FOR COOPERATIVE PROGRAMMES INVOLVING CLASSIFIED INFORMATION.

1.1. All classified information exchanged or generated in connection with this Arrangement will be used, transmitted, stored, handled, and safeguarded in accordance with the Participants' applicable national security laws and regulations, to the extent that they provide a degree of protection no less stringent than that provided for NATO classified information as set forth in the document "Security Within the North Atlantic Treaty Organization," C-M (55)15(Final), and its subsequent amendments.

1.2. Classified information will be transferred only through government-to-government channels or through channels approved by the National Security Authorities (NSAs)/Designated Security Authorities (DSAs) of the Participants. Such information will bear the level of classification and denote the country of origin. (NOTE: Any requirement for additional markings shall be included in this Arrangement or in the Programme/Project Security Instruction, MISWG Document No. 5).

1.3. Each Participant will take all lawful steps available to it to ensure that information provided or generated pursuant to this Arrangement is protected from further disclosure except as provided by paragraph 1.8, below, unless the other Participants consent to such disclosure.

Accordingly, each Participant will ensure that:

- a. The recipients will not release the classified information to any government, national, organization or other entity of a third party without the prior written consent of the originating Participant (NOTE: If the Arrangement contains a clause that discusses third party sales, that clause also should be referenced-- for example, "in accordance with the procedures set forth in Article... (Third Party Sales and Transfers)".)
- b. The recipients will not use the classified information for other than the purposes provided for in this Arrangement.
- c. The recipient will comply with any distribution and access restrictions on information that is provided under this Arrangement.

1.4. The Participants will investigate all cases in which it is known or where there are grounds for suspecting that classified information provided or generated pursuant to this Arrangement has been lost or disclosed to unauthorized persons. Each Participant also will promptly and fully inform the other Participants of the details of any such occurrences, and of the final results of the investigation and of the corrective action taken to preclude recurrences.

1.5. The NSA/DSA of the country in which a classified contract is awarded will assume responsibility for administering within its territory security measures for the protection of the classified information, in accordance with its laws and regulations. Prior to the release to a contractor, prospective contractor, or subcontractor of any classified information received under this Arrangement, the NSAs/DSAs will:

- a. Ensure that such contractors, prospective contractors, or subcontractors and their facilities have the capability to protect the information adequately.
- b. Grant a security clearance to the facilities, if appropriate.
- c. Grant a security clearance for all personnel whose duties require access to classified information, if appropriate.
- d. Ensure that all persons having access to the classified information are informed of their responsibilities to protect the information in accordance with national security laws and regulations, and the provisions of the Arrangement.
- e. Carry out periodic security inspections of cleared facilities to ensure that the classified information is properly protected.
- f. Ensure that access to the classified information is limited to those persons who have a need-to-know for purposes of the Arrangement.

1.6. Contractors, prospective contractors, or subcontractors which are determined by the NSAs/DSAs to be under financial, administrative, policy or management control of nationals or

entities of a third party may participate in a contract or subcontract requiring access to classified information provided or generated pursuant to this Arrangement only when enforceable measures are in effect to ensure that nationals or entities of a third party shall not have access to classified information. If enforceable measures are not in effect to preclude access by nationals or other entities of a third party, the other Participants will be consulted for approval prior to permitting such access.

1.7. For any facility wherein classified information is to be used, the responsible Participant or contractor will approve the appointment of a person or persons of sufficient rank to exercise effectively the responsibilities for safeguarding at such facility the information pertaining to the Arrangement. These officials will be responsible for limiting access to classified information involved in this Arrangement to those persons who have been properly approved for access and have a need-to-know.

1.8. Each Participant will ensure that access to classified information is limited to those persons who possess requisite security clearances and have a specific need for access to the classified information in order to participate in the programme.

1.9. The International Programme/Project Office (IPO) will prepare a Programme/Project Security Instruction (PSI) and a Classification Guide for the project. The PSI and the Classification Guide will describe the methods by which Programme/Project Information will be classified, marked, used, transmitted and safeguarded. The PSI and Classification Guide will be completed by the IPO within six months after this Arrangement enters into force. The IPO will review and forward the PSI and Classification Guide to the appropriate DSAs for approval. Upon approval, the documents will be applicable to all government and contractor personnel participating in the Programme/Project and subject to regular review and revision.
(NOTE: Substitute the name of the equivalent management organization for "IPO" if an alternative organization exists).

2. CLAUSES GOVERNING VISITS.

2.1. Each Participant will permit visits to its government establishments, agencies and laboratories, and contractor industrial facilities by employees of the other Participants or by employees of the other Participants' contractor(s), provided that the visit is authorized by all Participants that are involved in the visit and the employees have appropriate security clearances and a need-to-know.

2.2. All visiting personnel will comply with security regulations of the host Participant. Any information disclosed or made available to visitors will be treated as if supplied to the Participant sponsoring the visiting personnel, and shall be subject to the provisions of this Arrangement.

2.3. Requests for visits by personnel of one Participant to a facility of another Participant will be coordinated through official channels, and will conform with the established visit procedures of the host country. Requests for visits will bear the name of the Programme/Project and shall be submitted in accordance with International Visit Procedures as described by MISWG Document No. 7.

2.4. Lists of personnel of each Participant required to visit, on a continuing basis, facilities of the other Participants will be submitted through official channels in accordance with the recurring International Visit Procedures.

3. WITHDRAWAL/TERMINATION CLAUSE TO BE INCLUDED IN ALL ARRANGEMENTS INVOLVING CLASSIFIED INFORMATION.

All classified information exchanged or generated under this Arrangement will continue to be protected in the event of withdrawal by any Participant or upon termination of the Arrangement.