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WAR DEPARTMENT

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War Department General Staff

Military Intelligence Division G-2

WASHINGTON

September 9, 1940

[Declassified and approved for release by NSA on 04-08-2010 pursuant to E.O. 12958, as amended. ST56834, concurrent with the "British-U.S. Communications Intelligence Agreement and Outline - 5 March 1946 a.k.a. "Five Eyes" agreement]

MEMORANDUM FOR THE CHIEF OF STAFF:

Subject: Directive to G-2 Covering Interchange of Secret Technical Information with Representatives of British Government.

- I. 1. In accordance with the agreement provided by the Aide-Memoire of the British Ambassador of July 8 and the reply of the Secretary of State thereto, War Department representatives have been engaged since August 28 in the interchange of secret technical information with members of the British Technical Mission headed by Sir Henry Tizard.
2. Letter of the Secretary of War to the Secretary of State, dated July 22, 1940, (Tab A), states the conditions governing the War Department's participation in this interchange and designates the Assistant Chief of Staff, G-2, to coordinate the details. This letter constitutes the sole directive from higher authority under which the interchanges of information have been conducted.

The Secretary of War has stated verbally to the Assistant Chief of Staff, G-2, that his policy is to furnish full and complete information to the British on all subjects, withholding only information whose exclusion is specifically recommended by Chiefs of Branch or by the Navy Department. In the former cases, the Secretary of War will reserve final decision to himself. Pursuant to this policy, the Assistant Chief of Staff, G-2, has sent appropriate instructions in writing to Chiefs of Branch concerned.

3. As the conferences proceed and the growing importance and extent of the information exchanged become apparent, it is believed desirable that the Assistant Chief of Staff, G-2, be furnished a written directive from the Secretary of War confirming the verbal instruction heretofore received and defining the information to be given and withhold. Because of the secrecy attached to this subject and of the necessity for prompt and frequent contact between this Division and Chiefs of Branch, it is also believed desirable to authorize direct written communication among those concerned without going through the Adjutant General.

4. The action recommended below has been gone over and approved by representatives of the Chiefs of Branches concerned and the Judge Advocate General's office (Patent Branch).

II. Action Recommended:

The Secretary of War directs as follows:

1. The Assistant Chief of Staff, G-2, is hereby designated as the War Department representative to coordinate details for the interchange of information with members of the British Technical Mission or other authorized representatives of the armed forces of the British Empire.

2. The policy of the Secretary of War in this respect is to furnish full and complete information to authorities of the British Empire, subject to patent rights not owned by the United States Government and to the concurrent interest of the Navy Department where that interest exists. Information recommended specifically for exclusion by Chiefs of Branch will be referred by the Assistant Chief of Staff, G-2, to the Secretary of War for his final decision.

3. Information to be given to authorities of the British Empire will include the following categories:

(a) Technical information on munitions, devices, or processes of manufacture owned by the United States Government.

(b) Cryptanalytic information. (No information which concerns our own codes, cyphers, and methods of cryptography will be divulged.)

(c) Information received from abroad concerning foreign armies, their organization, equipment, morale, and operations; munitions under development; political, economic and psychological information on foreign countries: provided in all cases that the information has not been obtained from other Departments of the United States Government.

4. Information on devices or processes of manufacture which are not owned by the United States Government will be handled as follows:

(a) Information furnished by representatives of

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the War Department will be of such general nature as not to jeopardize patent rights or trade secrets.

(b) Should authorities of the British Empire desire to manufacture, or have manufactured, separately or jointly with the United States Government, by other than the patentees or the original manufacturers thereof, any such given devices, or to incorporate features of such given devices in other instruments or systems they may devise, the authorities of the British Empire must make such arrangements as may be necessary with the patentees or the original manufacturers of the given devices for the reproduction or use of any features thereof, and must guarantee to said patentees, their assignees, or manufacturers, the right to establish a claim against the responsible Government concerned for entire and reasonable compensation for such reproduction or use of the given devices or any of their features where such arrangements have not been satisfactorily concluded prior to such reproduction or use. Furthermore, the responsible Government concerned must agree to protect the rights of such United States patentees or manufacturers or their assignees against the filing of applications for Letters Patent by others in Great Britain, its Dominions and Colonies, on any such given devices or any features thereof.

5. Communications between Chiefs of Branch and the Assistant Chief of Staff, G-2, on matters touching these negotiations will be direct and will not pass through the office of the Adjutant General.

Sep 11 1940

APPROVED

By order of the Secretary of War

G. C. MARSHALL

Chief of Staff

/s/ Orlando Ward

by Orlando Ward

Lt. Col., G. S. C. Sec.W.D.G.S.

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/s/ Sherman Miles

Sherman Miles,

Brigadier General, U. S. Army,
Acting Assistant Chief of Staff, G-2.

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BRITISH-U. S. COMMUNICATION INTELLIGENCE AGREEMENT

5 March 1946

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Declassified and approved for release by NSA on 04-08-2010 pursuant to E.O. 12958, as
amended. ST56834

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BRITISH-U. S. COMMUNICATION INTELLIGENCE AGREEMENT

5 March 1946

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~~TOP SECRET~~~~TOP SECRET~~OUTLINE OFBRITISH-U. S. COMMUNICATION INTELLIGENCE AGREEMENT

1. Parties to the Agreement
2. Scope of the Agreement
3. Extent of the Agreement - Products
4. Extent of the Agreement - Methods and Techniques
5. Third Parties to the Agreement
6. The Dominions
7. Channels between U. S. and British Empire Agencies
8. Dissemination and Security.
9. Dissemination and Security - Commercial
10. Previous Agreements
11. Amendment and Termination of Agreement
12. Activation and Implementation of Agreement

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BRITISH-U. S. COMMUNICATION INTELLIGENCE AGREEMENT1. Parties to the Agreement.

The following agreement is made between the State-Army-Navy Communication Intelligence Board (STANCIB) (representing the U. S. State, Navy, and War Departments and all other U. S. Communication Intelligence authorities which may function) and the London Signal Intelligence (SIGINT) Board (representing the Foreign Office, Admiralty, War Office, Air Ministry, and all other British Empire² Communication Intelligence authorities which may function).

2. Scope of the Agreement

The agreement governs the relations of the above-mentioned parties in Communication Intelligence matters only. However, the exchange of such collateral material as is applicable for technical purposes and is not prejudicial to national interests will be effected between the Communication Intelligence agencies in or both countries.

¹Throughout this agreement Communication Intelligence is understood to comprise all processes involved in the collection, production, and dissemination of information derived from the communications of other nations.

²For the purposes of this agreement British Empire is understood to mean all British territory other than the Dominions.

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3. Extent of the Agreement - Products

(a) The parties agree to the exchange of the products of the following operations relating to foreign communications:³

- (1) collection of traffic
- (2) acquisition of communication documents and equipment
- (3) traffic analysis
- (4) cryptanalysis
- (5) decryption and translation
- (6) acquisition of information regarding communication organizations, practices, procedures, and equipment.

³Throughout this agreement foreign communications are understood to mean all communications of the government or of any military, air, or naval force, faction, party, department, agency, or bureau of a foreign country, or of any person or persons acting or purporting to act therefor, and shall include [redacted] communications of a foreign country which may contain information of military, political, or economic value. Foreign country as used herein is understood to include any country, whether or not its government is recognized by the U. S. or the British Empire, excluding only the U. S., the British Commonwealth of Nations, and the British Empire.

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(b) Such exchange will be unrestricted on all work undertaken except when specifically excluded from the agreement at the request of either party and with the agreement of the other. It is the intention of each party to limit such exceptions to the absolute minimum and to exercise no restrictions other than those reported and mutually agreed upon.

4. Extent of the Agreement - Methods and Techniques

(a) The parties agree to the exchange of information regarding methods and techniques involved in the operations outlined in paragraph 3(a).

(b) Such exchange will be unrestricted on all work undertaken, except that upon notification of the other party information may be withheld by either party when its special interests so require. Such notification will include a description of the information being withheld, sufficient in the opinion of the withholding party, to convey its significance. It is the intention of each party to limit such exceptions to the absolute minimum.

5. Third Parties to the Agreement

Both parties will regard this agreement as precluding action with third parties⁴ on any subject appertaining to Communication Intelligence except in accordance with the following understanding:

⁴Throughout this agreement third parties are understood to mean all individuals or authorities other than those of the United States, the British Empire, and the British Dominions.

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(a) It will be contrary to this agreement to reveal its existence to any third party whatever.

(b) Each party will seek the agreement of the other to any action with third parties, and will take no such action until its advisability is agreed upon.

(c) The agreement of the other having been obtained, it will be left to the party concerned to carry out the agreed action in the most appropriate way, without obligation to disclose precisely the channels through which action is taken.

(d) Each party will ensure that the results of any such action are made available to the other.

6. The Dominions

(a) While the Dominions are not parties to this agreement, they will not be regarded as third parties.

(b) The London SIGINT Board will, however, keep the U. S. informed of any arrangements or proposed arrangements with any Dominion agencies.

(c) STANCIB will make no arrangements with any Dominion agency other than Canadian except through, or with the prior approval of, the London SIGINT Board.

(d) As regards Canada, STANCIB will complete no arrangements with any agency therein without first obtaining the views of the London SIGINT Board.

(e) It will be conditional on any Dominion agencies with whom collaboration takes place that

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they abide by the terms of paragraphs 5, 8, and 9 of this agreement and to the arrangements laid down in paragraph 7.

7. Channels Between U. S. and British Empire Agencies

(a) STANCIB will make no arrangements in the sphere of Communication Intelligence with any British Empire agency except through, or with the prior approval of, the London SIGINT Board.

(b) The London SIGINT Board will make no arrangements in the sphere of Communication Intelligence with any U. S. agency except through, or with the prior approval of, STANCIB.

8. Dissemination and Security

Communication Intelligence and Secret or above technical matters connected therewith will be disseminated in accordance with identical security regulations to be drawn up and kept under review by STANCIB and the London SIGINT Board in collaboration. Within the terms of these regulations dissemination by either party will be made to U. S. recipients only as approved by STANCIB; to British Empire recipients and to Dominion recipients other than Canadian only as approved by the London SIGINT Board; to Canadian recipients only as approved by either STANCIB or the London SIGINT Board; and to third party recipients only as jointly approved by STANCIB and the London SIGINT Board.

9. Dissemination and Security - Commercial

STANCIB and the London SIGINT Board will ensure that without prior notification and consent of the other party in each instance no dissemination of information derived from Communication Intelligence sources is made to any individual or agency, governmental or otherwise, that will exploit it for commercial purposes.

10. Previous Agreements

This agreement supersedes all previous agreements between British and U. S. authorities in the Communication Intelligence field.

11. Amendment and Termination of Agreement

This agreement may be amended or terminated completely or in part at any time by mutual agreement. It may be terminated completely at any time on notice by either party, should either consider its interests best served by such action.

12. Activation and Implementation of Agreement

This agreement becomes effective by signature of duly authorized representatives of the London SIGINT Board and STANCIB. Thereafter, its implementation will be arranged between the Communication Intelligence authorities concerned, subject to the approval of the London SIGINT Board and STANCIB.

For and in behalf of the
London Signal Intelligence
Board:

Patrick Marr-Johnson
Colonel, British Army
General Staff

For and in behalf of the
State-Army-Navy Communi-
cation Intelligence Board:

Hoyt S. Vandenberg
Lieutenant General, GSC
Senior Member

5 March 1946

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