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JOINT MEETING OF  
ARMY-NAVY COMMUNICATION INTELLIGENCE BOARD  
AND  
ARMY-NAVY COMMUNICATION INTELLIGENCE COORDINATING COMMITTEE  
29 OCTOBER 1945

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Present:ANCIB

Army: Brig. General Carter W. Clarke for  
Maj. General Clayton Bissell  
Brig. General W. Preston Corderman\*  
Captain Robert F. Packard\*

Navy: Rear Admiral Joseph R. Redman  
Commodore Thomas B. Inglis  
Lieutenant John V. Connorton\*  
Lieutenant (jg) J. F. Callahan\*

ANCICC

Army: Brig. General Carter W. Clarke  
Brig. General W. Preston Corderman\*  
Captain Robert F. Packard\*

Navy: Captain J. N. Wenger  
Captain P. R. Kinney  
Captain W. R. Smedberg, III  
Lieutenant John V. Connorton\*  
Lieutenant (jg) J. F. Callahan\*

Also Present:GC and CS

Sir Edward Travis  
Brigadier J. H. Tiltman  
Group Captain E. M. Jones  
Mr. Harry Hinsley

\*Dual membership.

A special joint meeting of ANCIB-ANCICC was held at 1400 on 29 October 1945 in Admiral Redman's office at the Navy Department.

Rear Admiral Joseph R. Redman led the discussion of a draft agreement between ANCIB and the London SIGINT Board drawn up by the Secretariat at the direction of ANCIB-ANCICC (Enclosure (A)).



**TOP SECRET**TOP SECRETParagraph 1 of Enclosure (A)

Sir Edward Travis said that he had been carrying on discussions with General Ismay and with Canadian authorities with regard to various parts of the proposed agreement. He found that the authority assumed by the London SIGINT Board in earlier drafts of the agreement had been in accord with war-time conditions; but the present position of the London SIGINT Board, he said, is uncertain and depends upon decisions to be made by the London Chiefs of Staff and other higher authorities. He was going to try, therefore, to frame an agreement that would be agreeable to the Dominions and at the same time would be within his authority. He proposed that an addition be made at the end of this paragraph: "Throughout this agreement British Empire is understood to mean all British territory other than the Dominions." He said that he was going to leave consideration of the Dominions to later paragraphs of the agreement.

Commodore Inglis asked whether this represents the legal idea of the British Empire. Sir Edward Travis replied that he was trying to avoid legal considerations as far as possible at the present time. Commodore Inglis remarked that ANCIB does not have the complete authority stated in this paragraph but is hopeful of obtaining it. Admiral Redman concurred, saying that the agreement must be passed to higher U.S. authority. Sir Edward Travis suggested that the words, "and are recognized by ANCIB," and, "and are recognized by the London SIGINT Board," be restored to the paragraph, but ANCIB did not agree to this.

The following definition was tentatively accepted:

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

Paragraph 3 of Enclosure (A)

General Corderman said that a "complete" exchange does not seem necessary or desirable since there has never been a complete exchange, literally speaking. Since the Army and the British exchange what they need to have exchanged, he suggested that "free" be substituted for "complete." Sir Edward Travis proposed the word "unrestricted" and this was accepted by the members.

Sir Edward Travis asked what was the difference between (b) and (f). Admiral Redman and Captain Wenger said it was



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their understanding that (b) refers to captured materials. Mr. Hinsley proposed that (b) be changed to read, "acquisition of relevant documents, equipment and information," and this would make (f) unnecessary. Commodore Inglis stated it seemed to him that (b) and (f) refer to different things. A captured code machine, for example, would come under (b) but not (f). Admiral Redman said that since the present wording is more explicit it might be better to retain it. There was general agreement on this.

#### Paragraph 4 of Enclosure (A)

Sir Edward Travis suggested that "work on methods or techniques" be inserted in paragraph 3 as an additional subparagraph and that paragraph 4 be deleted. When this proposal was not accepted by ANCIB, he said that he would like to have an explanation of paragraph 4. Admiral Redman answered that we might have a technique which would not be relevant to a current problem and might even apply to one of our own ciphers. It would not be in the national interests to turn over such a technique to anyone else. Sir Edward Travis stated that, since British-American collaboration during the war had dealt to a large extent with technical developments, any hindrance to an exchange of techniques would make the agreement impracticable. Having agreed on a complete exchange of products in paragraph 3, an incomplete exchange of techniques seemed to him to be retrograde. Moreover, he said, since any withholding would be obvious, it would be very easy for suspicion to be aroused on either side.

Admiral Redman pointed out that technical exchange with the British in the past had not been entirely satisfactory, and in one case an appeal had to be made to the Admiralty to make the British live up to an agreement. ANCIB feels, he said, that it can exchange technical information only in so far as it is in the national interests.

When Sir Edward Travis said that the British were willing to exchange techniques subject to the qualifications of paragraph 5, Commodore Inglis pointed out that any exceptions under paragraph 5 would have to be agreed upon by both parties, and this would not be satisfactory to ANCIB. Admiral Redman stated that we are trying to keep the implementation of the agreement on a current basis since we cannot be sure when the agreement will end. Sir Edward Travis said that according to paragraph 4 the two parties would be obliged to review all items now being exchanged, but Commodore Inglis commented that he did not think it necessary to review any exchange that already exists. Sir Edward Travis said that there would undoubtedly be future developments on problems that are now



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current.

General Corderman stated that, from his point of view, paragraph 3 covers everything that is on a current basis, whereas paragraph 4 has no relation to any current problem. Cryptanalytic methods, he said, are covered by paragraph 3. Sir Edward Travis and Commodore Inglis disagreed with this interpretation, pointing out that paragraph 3 refers only to products, not to methods. General Corderman said that this was not his understanding of paragraphs 3 and 4. General Clarke concurred, adding that he did not believe General Bissell understood the paragraphs in this way either. Admiral Redman said that he thought the meaning of these paragraphs had been discussed fully and agreed upon at the last joint meeting of ANCIB-ANCICC. General Corderman stated that he did not see how there could be collaboration on a current problem without an exchange of techniques. Sir Edward Travis remarked that the British would not be willing to enter into an agreement on this basis. Admiral Redman said that a total exchange would be proper only if there were a treaty of alliance between the two countries. He pointed out that we supplied numerous Enigma solutions to the British without indicating just how we got each one.

Sir Edward Travis said that too many items were implied in the words, "as mutually agreeable in specific instances," but Admiral Redman did not think there were too many items involved to make the provision impracticable. When Brigadier Tiltman pointed out that freedom of liaison would be reduced by such a provision, Admiral Redman said that it is not the intention of ANCIB to allow the British complete access to our intelligence activities. When Sir Edward Travis expressed the opinion that it would be better to allow liaison personnel considerable freedom of action, Admiral Redman replied that definite restrictions on liaison are proper in time of peace. General Clarke stated that the two parties either collaborate or do not collaborate, and he was opposed to paragraph 4 if it is to be interpreted with all these restrictions. Admiral Redman said that he wanted no veiled language in the agreement. General Clarke commented that paragraph 4 now seemed to be receiving a new interpretation that he had not heard before. When Commodore Inglis said that present liaison arrangements should be curtailed, a discussion ensued on this point.

Admiral Redman said that the Navy is prepared to live up to the provisions of the proposed agreement completely, and anything going beyond the present draft agreement would not be acceptable to higher naval authority. Sir Edward Travis commented that the exchange of products seemed to him more dangerous than the exchange of techniques from the standpoint of divulging the existence of the agreement.



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Admiral Redman said, however, that any exchange could be satisfactorily controlled. Group Captain Jones asked what scope of technical exchange was foreseen by ANCIB according to this paragraph. Admiral Redman replied that any exchange would be governed by what we conceive our national interests to be. Group Captain Jones remarked that the paragraph in its present form seemed to make restriction the rule and not the exception.

Admiral Redman asked whether it would be better from the British point of view to drop the phrase, "in specific instances." Sir Edward Travis said that even so the technical people would have to conduct a complete investigation of their present exchange. Captain Smedberg said that it was his idea that present techniques would be exchanged but not necessarily future developments. Brigadier Tiltman said that nothing in the paragraph as it now stands necessarily refers to the future. Admiral Redman pointed out that there is no need to consider present techniques since they are already taken care of adequately. Sir Edward Travis stated that too much consultation would be required under this provision, since every item of a problem would have to be discussed, especially in the early stages of attack. Admiral Redman disagreed with this interpretation, saying that we had worked for the British in the past without receiving all relevant information in every case. General Clarke suggested that paragraphs 4 and 5 be combined and linked to paragraph 3. Commodore Inglis disapproved of this, stating that the present draft of these paragraphs expressed his ideas very well. In certain fields, he said, restrictions will be permitted by mutual agreement but in others we want to remain a free agent.

Captain Smedberg suggested that Sir Edward Travis propose what he considered to be a reasonable substitute. After some consideration, Sir Edward Travis suggested the following:

"Information regarding equipment especially designed for cryptanalytic purposes will also be freely exchanged except when it is considered against its interests by either party."

When General Corderman suggested that "methods and techniques" be substituted for "equipment" Sir Edward Travis said that this would make the provision unworkable. Admiral Redman remarked that he preferred the substitute suggested by General Corderman and that the parties could make this provision work. Sir Edward Travis said that an agreement of this sort could make collaboration too difficult, especially on current problems. General Clarke stated that collaboration must be thoroughgoing in any field. Captain Venger did not agree that an exchange of products demands a knowledge of techniques since,



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for example, it is possible to read traffic without knowing how the recoveries are made. He, therefore, offered his own substitute for this paragraph:

"Information regarding methods and techniques will in general be exchanged. However, such information may be withheld by either party when its special interests so require."

When Sir Edward Travis said he thought that such a provision might very well lead to suspicion on either side, Captain Wenger pointed out that the agreement previously negotiated by the British with the Navy had been even more limited in its terms than the present proposed agreement, but it had actually worked very well.

Paragraph 5 of Enclosure (A)

When some members expressed misgivings about the term, "foreign communications," Group Captain Jones suggested that "Communication Intelligence" be substituted for it. Lieutenant Callahan remarked that when an adequate definition was offered for "third party" later in the discussion it might be found advisable to substitute "third party communications" for "foreign communications." After some discussion the following definition was agreed on by all present:

"Throughout this agreement foreign communications is understood to mean all communications of any person or persons acting or purporting to act for or on behalf of any military or naval force, faction, party, department, agency or bureau within a foreign country, or for or on behalf of any government or any person or persons purporting to act as a government within a foreign country, whether or not such government is recognized by the United States or the British Empire."

Paragraph 6 of Enclosure (A)

When the question arose how "third parties" is to be defined, Sir Edward Travis said that he had a new proposal for paragraph 8 which he thought would solve the difficulties raised by this term.

Paragraph 7 of Enclosure (A)

When Captain Wenger suggested that an exception might arise to 7(d), it was generally agreed that any exception would be adequately taken care of by paragraph 4.



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TOP SECRETParagraph 8 of Enclosure (A)

Sir Edward Travis offered a substitute for this paragraph:

"Dominion and Overseas Centres in the British Empire which are recognized by the London SIGINT Board cannot be regarded as third parties, but the Board will keep the U. S. fully informed of all arrangements and proposed arrangements with these Centres, and will ensure that the terms of this agreement are adhered to by the authorities concerned."

He said that the British have no objection to our coming to an agreement with any of the Dominions, but they want prior knowledge of any such agreement. Admiral Redman said that it would be unfortunate if the British should not consent to our establishing an agreement with a Dominion in any specific instance, since he did not want to see the entire British-American agreement torn up because of a disagreement on this single provision.

Mr. Hinsley said that there is danger of unauthorized bodies cropping up in the Dominions or in the U. S. General Corderman remarked that the Canadians have manifested a desire to make arrangements with us without consulting the British. When Sir Edward Travis said that the British want to be consulted on any such arrangements, General Corderman replied that we might have reasons for collaborating with the Canadians that were just as good as the British reasons for not consenting to such collaboration. To Commodore Inglis's question whether Canada recognizes the authority of the London SIGINT Board, Mr. Hinsley replied that this question does not affect day to day collaboration with the Canadians. General Clarke stated that this is a British rather than an American problem, and General Corderman added that the Army has never had a problem along these lines. Commodore Inglis said that higher authority in the Navy would not agree to such a provision unless Canada gave written assurance that it found such an arrangement satisfactory.

When Sir Edward Travis said that his proposed version was agreeable to the Canadians, Commodore Inglis commented that he was not sure the Canadians would be willing to accept it. He added that this is an embarrassing point for us since we do not want to trespass on any agreement made between Canada and the U.S. on a higher level. He said that until we have assurance that any Dominion recognizes the authority of the London SIGINT Board the Dominion cannot be given the position now being proposed by the British; whenever the U.S. and a Dominion enter into an agreement the Dominion



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should inform the London SIGINT Board, but the British should not have a veto power over such an agreement. When Admiral Redman suggested that the U. S. rather than the Dominion should inform the British, Commodore Inglis replied that it seemed to him more like an intra-family problem between the British and the Dominions. Sir Edward Travis repeated that he wanted to keep the agreement free from political problems and added that the Dominions are not at present major partners in communication intelligence activities.

Captain Packard remarked that there seemed to be three categories under consideration: (1) the parties to the agreement, (2) foreign nations, (3) the Dominions. Admiral Redman, agreeing with this, said that we must still iron out difficulties involving the Dominions. Commodore Inglis said that he objected to the phrase, "recognized by the London SIGINT Board." Admiral Redman added that he did not see how more than one intelligence agency could exist in Canada. It was generally agreed that the paragraph deserved careful reconsideration.

Paragraph 9 of Enclosure (A)

Sir Edward Travis proposed an addition at the end of this paragraph:

"nor with any agency in the Dominions without first consulting with the London SIGINT Board."

A question arose whether we should speak of "consulting" or "informing." Commodore Inglis remarked that if any Dominion does not recognize the authority of the London SIGINT Board we must retain our freedom of action in dealing with it. Group Captain Jones proposed that we substitute "obtaining the views of" for "consulting," since this would not imply a veto power on the part of the London SIGINT Board. This proposal was found acceptable.

Paragraph 10 of Enclosure (A)

At Captain Wenger's suggestion, "prior" was inserted before "approval" to make the wording agree with that of paragraph 9.

Paragraph 11 of Enclosure (A)

Sir Edward Travis proposed that the words, "to recipients in the Dominions as may be agreed upon between the London SIGINT Board and the Dominion authorities concerned," be



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added before the words, "and to third party recipients." Admiral Pedman pointed out that the difficulties raised by the term "third party" had not yet been solved, and this paragraph would have to be reconsidered along with paragraphs 8 and 9, which also provide for the Dominions. Admiral Pedman and General Corderman expressed their approval of the following statement:

"Throughout this agreement third parties are understood to mean all individuals or authorities other than those specified in paragraph 1 as parties to the agreement and other than those in the British Dominions."

Commodore Inglis said that this seemed acceptable to him, but Sir Edward Travis was not sure he could accept this statement without giving it some thought.

Paragraph 12 of Enclosure (A)

Sir Edward Travis proposed that, since he was unable to divorce "economic purposes" from everyday life, "commercial gain" be substituted for "commercial or economic purposes." It was generally agreed, however, that "commercial purposes" is more acceptable.

Paragraph 13 of Enclosure (A)

Captain Wenger asked whether it would be desirable to read "terminates and supersedes," but this change was not considered necessary.

Paragraph 14 of Enclosure (A)

Sir Edward Travis proposed that the words, "or in part," be removed from the second sentence since no agreement can be terminated in part by one party without the agreement of the other party. Commodore Inglis suggested that 3(c) might be terminated by the U.S., and the British would then have to decide whether the whole agreement should be terminated. Mr. Hinsley commented, however, that certain parts of the agreement, such as paragraph 7, could not be terminated by one party without, in effect, terminating the entire agreement. Sir Edward Travis added that such a provision did not seem to be in the spirit of the agreement. Captain Smedberg said there would be some justification for such an action on our part if, for example, we asked the British to terminate a certain part of the agreement and received no reply for several months. Commodore Inglis said that he saw



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no harm in this provision and it might conceivably be useful at some time. Admiral Redman added that he does not want the parties to the agreement to find themselves in a position where the only alternative to terminating a part of the agreement is to tear up the entire document. He expressed his willingness, however, to take out the words, "or in part," and Commodore Inglis agreed to their removal for the sake of getting on with the discussion.

Paragraph 16 of Enclosure (A)

Sir Edward Travis proposed that paragraph 16 be deleted since working arrangements can be worked out separately and need not form part of the main agreement. He said that the appendices as a whole would require some months to work out in detail. No decision was reached on this matter.

It was decided that the Secretariat together with Mr. Hinsley would draw up a new draft agreement which would embody all the points on which agreement had already been reached. Commodore Inglis pointed out that the two chief problems still in need of solution were the exchange of techniques and relations with the Dominions. Admiral Redman agreed, and expressed the hope that these problems would be solved at the next meeting of ANCIB-ANCICC with the British representatives.

John F. Callahan  
Robert F. Packard  
Secretariat, ANCIB-ANCICC.



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24 October 1945

## DRAFT AGREEMENT PROPOSED BY ANCIB-ANCICC

1. The following agreement is made between ANCIB (representing the United States State, Navy and War Departments and all other U.S. Communication Intelligence authorities which may function) and the London SIGINT Board (representing the Foreign Office, Admiralty, War Office, Air Ministry, and all other Communication Intelligence authorities which may function in the British Empire).
2. The agreement governs the relations of the above-mentioned parties in Communication Intelligence matters only. The exchange of such collateral material as is necessary for technical purposes and is not prejudicial to national interests will be effected between the Communication Intelligence agencies in both countries.
3. The parties agree to complete exchange of the products of the following operations relating to foreign communications:
  - (a) collection of traffic
  - (b) acquisition of communication documents and equipment
  - (c) traffic analysis
  - (d) cryptanalysis (i.e. code and cipher recoveries)
  - (e) decryption and translation
  - (f) acquisition of information regarding communication organizations, practices, procedures and equipment.
4. Information regarding methods or techniques will be exchanged as mutually agreeable in specific instances.
5. Cooperation in conformity with the foregoing will be effective on all work undertaken on foreign communications 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.



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6. Both parties will regard this agreement as precluding unilateral action with third parties on any subject appertaining to Communication Intelligence.
7. There are occasions, however, when advantage results from contact and exchange with third parties. Such contact and exchange may, therefore, take place subject to the following understanding:
- (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.
  - (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.
8. By its charter the London SIGINT Board is responsible for Communication Intelligence and its Security throughout the British Empire, and it has authority to commit all elements of the British Empire in matters appertaining to Communication Intelligence and its Security. Consequently, India and the Dominions cannot be regarded as third parties. On the other hand,
- (a) The London SIGINT Board is signatory to this agreement on behalf of all Communication Intelligence authorities of the British Empire, and will ensure that the terms of this agreement are adhered to by those authorities.
  - (b) The London SIGINT Board will keep the U.S. fully informed of actions and proposed actions in and with India and the Dominions and with all other elements of the British Empire.
9. ANCIB will make no arrangements in the sphere of Communication Intelligence with any British Empire agency except



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- through, or with the prior approval of, the London SIGINT Board. (This assumes that Canada agrees to this proposal.)
10. The London SIGINT Board will make no arrangements in the sphere of Communication Intelligence with any U.S. agency except through, or with the approval of, ANCIB.
  11. 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 ANCIB 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 ANCIB; to British Empire recipients only as approved by the London SIGINT Board; and to third party recipients only as jointly approved by ANCIB and the London SIGINT Board.
  12. ANCIB 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 or economic purposes.
  13. This agreement supersedes all previous agreements between British and U.S. authorities in the Communication Intelligence field.
  14. This agreement may be amended or terminated completely or in part at any time by mutual agreement. It may be terminated completely or in part at any time on notice by either party, should either consider its interests best served by such action.
  15. This agreement becomes effective by signature of duly authorized representatives of the London SIGINT Board and ANCIB.
  16. The following appendices have been approved by both parties to this agreement:



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TENTATIVE LIST OF APPENDICES

(To be appended to basic agreement)

- (a) Coordination of Traffic Collection and Exchange
- (b) Coordination of Traffic Analysis
- (c) Coordination of Cryptanalysis and associated techniques
- (d) Coordination of Communications
- (e) Coordination of Dissemination
- (f) Identical security regulations
  - (1) Listing of all recipients
  - (2) Limitation of Dissemination
- (g) Limitation of Dissemination of commercial information from Communication Intelligence sources
- (h) Channels for Exchange and Liaison
- (i) Collateral Material



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DEFINITIONS:

(The following definitions are tentative and may be included as a separate paragraph in the text of the agreement or as footnotes.)

1. "Communication Intelligence" is understood throughout the agreement to be equivalent to the British "Signal Intelligence."
2. "Foreign communications" as used in paragraphs 3 and 5 refers to the communications of any individual or agency of a faction, group or nation that is not a party to this agreement.
3. "Third party" refers to any individual, agency, faction or group that is not a party to this agreement.

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