

Department

HW

Series

80

Piece

2

TOP SECRET ULTRA

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OUTLINE OF

DRAFT BRITISH-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

TOP SECRET ULTRA

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DRAFT BRITISH-U. S. COMMUNICATION INTELLIGENCE AGREEMENT

1. Parties to the Agreement

The following agreement is made between the Army-Navy Communication Intelligence Board (ANCI¹B) (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 both countries.

1. Throughout 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.

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

TOP SECRET ULTRA

3. Extent of the Agreement - Products

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

- (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 organisations practices, procedures and equipment.

(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 with 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.

3. Throughout 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 therefore, and shall include 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 recognised by the U.S. or the British Empire, excluding only the U.S., the British Commonwealth of Nations and the British Empire.

TOP SECRET ULTRA4. 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 parties on any subject appertaining to Communication Intelligence except 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 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.

4 - Throughout 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.

TOP SECRET ULTRA

(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) ANCIB 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, ANCIB 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 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) ANCIB 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 prior approval of, ANCIB.

TOP SECRET ULTRA

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 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 and to Dominion recipients other than Canadian only as approved by the London SIGINT Board; to Canadian recipients only as approved by either ANCIB or the London SIGINT Board; and to third party recipients only as jointly approved by ANCIB and the London SIGINT Board.

9. Dissemination and Security - Commercial

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 purposes.

10. Previous Agreement

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

TOP SECRET ULTRA

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 authorised representatives of the London SIGINT Board and ANCIB. Thereafter, its implementation will be arranged between the Communication Intelligence authorities concerned, subject to the approval of the London SIGINT Board and ANCIB.

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