



United States Department of State

Washington, D.C. 20520

January 2, 2018

Case No.: F-2016-17168

Segments: L/T-0001IC2

Ms. Scarlet Kim
Privacy International
62 Britton Street
London, Great Britain

Dear Ms. Kim:

I refer to our letter, dated December 04, 2017, regarding the release of certain Department of State material under the Freedom of Information Act (the "FOIA"), 5 U.S.C. § 552. The Department's processing of records potentially responsive to your request is ongoing and has yielded two responsive documents. We have determined that the two documents may be released in full. All released material is enclosed.

We will keep you informed as your case progresses. If you have any questions, you may contact Trial Attorney Carly Anderson at caroline.j.anderson@usdoj.gov or (202) 305-8645. Please refer to the case number, F-2016-17168, and the civil action number, 17-cv-01324, in all correspondence about this case.

Sincerely,

A handwritten signature in black ink that reads "Eric F. Stein" in a cursive style.

Eric F. Stein, Director
Office of Information Programs and Services

Enclosures: As stated

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November 17, 1961.

RELEASE
IN FULLDepartment of State,
Washington, D.C.~~CONFIDENTIAL~~

Excellency:

I have the honor to refer to recent discussions between representatives of our respective Governments concerning the desirability of extending to all classified information exchanged between our two Governments the same principles which our Governments have agreed to apply in safeguarding classified information covered by the Security of Information Agreement Between the United States Secretary of Defense and the New Zealand Minister of Defence which became effective on September 2, 1952.

I have the honor to propose, therefore, that all classified information communicated directly or indirectly between our two Governments be protected in accordance with such principles, namely that the recipient:

- a. Will not release the information to a third Government without the approval of the releasing Government.

His Excellency

G. R. Laking,

Ambassador of New Zealand.

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- b. Will undertake to afford the information substantially the same degree of protection afforded it by the releasing Government.
- c. Will not use the information for other than the purpose for which it is given.
- d. Will respect private rights, such as patents, copyrights, or trade secrets which are involved in the information.

This arrangement would apply to all information furnished by the United States Government and classified "Confidential", "Secret" or "Top Secret" and to such information as your Government designated as coming within the purview of this arrangement. It would not, however, apply to information for which special agreements may be required, such as atomic energy information which the United States designates as Restricted Data. Moreover, this arrangement is not intended to impair existing agreements and arrangements for safeguarding classified military information.

Recognizing that protection of the classified information exchanged hereunder, particularly in the field of research on, and development and production of, defense material is essential to the

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national safety and security of both our countries, general procedures for safeguarding the information would be as set forth in the Annex hereto.

The details regarding channels of communication and the application of the foregoing principles would be the subject of technical arrangements between appropriate agencies of our respective Governments.

If the foregoing is agreeable to your Government, I propose that this note and your reply to that effect, designating the types of information your Government wishes covered, shall be considered as placing on record the understanding reached between the two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

W. P. Moore

Enclosure:

Annex of General Security Procedures.

SCA:MC:MLHunt:nh 11/14/61

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Clearances and CC: L/SFP-Mr. King; L/T-Mr. Whittington; SPA-Mr. Ingraham; C.

MC - Mr. Margrave

LS

W.P.M.

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RELEASE IN FULL

NEW ZEALAND EMBASSY
WASHINGTON 8 D C

17 November 1961

Sir,

I have the honour to acknowledge the receipt of your note of today's date reading as follows :

"I have the honor to refer to recent discussions between representatives of our respective Governments concerning the desirability of extending to all classified information exchanged between our two Governments the same principles which our Governments have agreed to apply in safeguarding classified information covered by the Security of Information Agreement between the United States Secretary of Defense and the New Zealand Minister of Defence which became effective on September 2, 1952.

I have the honor to propose, therefore, that all classified information communicated directly or indirectly between our two Governments be protected in accordance with such principles, namely that the recipient:

- a. will not release the information to a third Government without the approval of the releasing Government.
- b. Will undertake to afford the information substantially the same degree of protection afforded it by the releasing Government.
- c. Will not use the information for other than the purpose for which it is given.
- d. Will respect private rights, such as patents, copyrights, or trade secrets which are involved in the information.

This arrangement would apply to all information furnished by the United States Government and classified "Confidential", "secret" or "Top Secret" and to such information as your Government designated as coming within the purview of this arrangement. It would not, however, apply to information for which special agreements may be required, such as atomic energy information which the United States designates as Restricted Data. Moreover, this arrangement is not intended to impair existing agreements and arrangements for safeguarding classified military information.

/Recognizing

The Secretary of State,
Department of State,
WASHINGTON, D.C.

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Recognizing that protection of the classified information exchanged hereunder, particularly in the field of research on, and development and production of, defense material is essential to the national safety and security of both our countries, general procedures for safeguarding the information would be as set forth in the Annex hereto.

The details regarding channels of communication and the application of the foregoing principles would be the subject of technical arrangements between appropriate agencies of our respective Governments.

If the foregoing is agreeable to your Government, I propose that this note and your reply to that effect, designating the types of information your Government wishes covered, shall be considered as placing on record the understanding reached between the two Governments."

Annex of General Security Procedures

1. Official information given a security classification by either of our two Governments or by agreement of our two Governments and furnished by either Government to the other through Government channels will be assigned a classification by appropriate authorities of the receiving Government which will assure a degree of protection equivalent to or greater than that required by the Government furnishing the information.
2. The recipient Government will not use such information for other than the purposes for which it is furnished and will not disclose such information to a third Government without the prior consent of the Government which furnished the information.
3. With respect to such information furnished in connection with contracts made by either Government, its agencies, or private entities or individuals within its territory with the other Government, its agencies, or private entities or individuals within its territory, the Government of the country in which performance under the contract is taking place will assume responsibility for administering security measures for the protection of such classified information in accordance with standards and requirements which are administered by that Government in the case of contractual arrangements involving information it originated of the same security classification. Prior to the release of any such information which is classified ~~CONFIDENTIAL~~ or higher to any contractor or prospective contractor, the Government considering release of the information

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will undertake to insure that such contractor or prospective contractor and his facility have the capability to protect the classified information adequately, will grant an appropriate facility clearance to this effect, and will undertake, in accordance with national practice, to grant appropriate security clearances for all personnel whose duties would require access to the classified information.

4. The recipient Government will also:

a. Insure that all persons having access to such classified information are informed of their responsibilities to protect the information in accordance with applicable laws.

b. Carry out security inspections of facilities within its territory which are engaged in contracts involving such classified information.

c. Assure that access to such classified information at facilities described in subparagraph b is limited to those persons who require it for official purposes. In this connection, a request for authorization to visit such a facility when access to the classified information is involved will be submitted to the appropriate department or agency of the Government where the facility is located by an agency designated for this purpose by the other Government, and the request will include a statement of the security clearance and official status of the visitor and of the necessity for the visit. Blanket authorizations for visits over extended periods may be arranged. The Government to which the request is submitted will be responsible for advising the contractor of the proposed visit and for authorizing the visit to be made.

5. Costs incurred in conducting security investigations or inspections required hereunder will not be subject to reimbursement.

6. Classified information and material will be transferred only on a government-to-government basis.

7. The Government which is the recipient of material produced under contract in the territory of the other Government undertakes to protect classified information contained therein in the same manner as it protects its own classified information."

/I am

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4.

I am instructed to confirm that the arrangements outlined in your note are acceptable to the Government of New Zealand. In accordance with the proposal at paragraph 3 of that note the New Zealand Government designates all information furnished by it and classified "Restricted", "Confidential", "Secret" or "Top Secret" as coming within the purview of the arrangement, on the understanding that material which the New Zealand Government classifies "Restricted" will be protected in accordance with the United States rules for "Confidential - Modified Handling Authorized".

Accept, Sir, the renewed assurances of my highest consideration.



Ambassador.

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