

*Office Memorandum* • UNITED STATES GOVERNMENT*Mr. W. F. Friedman*TO: *from* Captain J. S. Harper, Chief, AFSA-03

DATE: 12 September 1950

FROM: Henry B. Stauffer, AFSA-03A5

SUBJECT: United States - United Kingdom Security Agreement

1. It is suggested that the language of the several paragraphs of Inclosure D be made consistent by deleting in Paragraphs 2, 3, and 4 "receiving party", "parties", and "party", and substituting therefor recipient government, governments, and government, respectively.

2. It is further suggested that Paragraph 2 be modified to read as follows in order to broaden the scope thereof:

"It is further agreed that the recipient government will take all measures practicable with respect to information which may involve inventions to avoid adversely affecting the rights of inventors to obtain patents covering such inventions, in the country of the recipient government."

*see next page*

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Captain J. S. Harper, Chief, AFSA-03

12 September 1950

3. It is suggested that Paragraph 3(b) be modified to read:

"the fact that the disclosing government may have the right or privilege of using an invention without the payment of compensation therefor shall not of itself relieve the recipient government of any obligation to make compensation with respect thereto, nor shall it be construed as granting any license whatsoever."

4. Paragraph 4 is queried; it is believed that the intent would be clarified if the word "unexpired" were inserted at the end of line 1.

*Henry B. Stauffer*  
HENRY B. STAUFFER  
AFSA-03A5

~~Secret~~

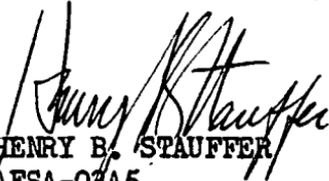
Captain J. S. Harper, Chief, AFSA-03

12 September 1950

3. It is suggested that Paragraph 3(b) be modified to read:

"the fact that the disclosing government may have the right or privilege of using an invention without the payment of compensation therefor shall not of itself relieve the recipient government of any obligation to make compensation with respect thereto, nor shall it be construed as granting any license whatsoever."

4. Paragraph 4 is queried; it is believed that the intent would be clarified if the word "unexpired" were inserted at the end of line 1.

  
HENRY B. STAUFFER  
AFSA-03A5

~~Secret~~

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7 September 1950

MEMORANDUM FOR: AFSA-12 and AFSA-03

SUBJECT: Policy for BRUSA COMSEC Conference in regard to conditions of release of information

Reference (a): JCS 927/56 of 7 February 1950

Enclosures A: Extract from Reference (a)  
 B: Copy of letter 8 Oct 43 from TAG to Chiefs of Technical Services  
 C: Extract from current Armed Services Procurement Regulations  
 D: Draft of statement to be presented

1. a. Reference (a) deals with the policy for the control of the disclosure of classified military information to foreign governments. Par. VI of reference (a) sets forth the conditions of release of such information and should be noted by all U. S. representatives. Since the extracting of certain paragraphs from reference (a) is authorized by the covering memorandum and since par. VI is not one of those to be kept secret, I have copied the whole of that paragraph and have embodied it in Enclosure A hereto.

b. Enclosures B and C hereto also deal with the policy and conditions applicable to the release of information. Enclosure C refers to a "patent interchange agreement" and I am wondering whether that agreement is substantially embodied in Enclosure B. It seems to me that it would be advisable for AFSA to obtain a copy of the BRUSA "patent interchange agreement" which is referred to in Enclosure C and also implied in Enclosure B.

2. It is my thought that par. VI of reference (a) and the terms of any BRUSA patent interchange agreement should be brought to the attention of all the U.S. and British conferees very early in the conference and agreement reached in respect to all the conditions set forth in the referenced documents.

3. Although the conference probably will not result in a formal agreement such as that resulting from similar conferences on Comint matters, I think that some formal agreement at least on the points covered by Enclosure A should be reached and recorded in Minutes before the technical work of the conference gets underway. Further, I think

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Deputy Associate Director for Policy and Records

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that the conferees should reach an agreement as to the specific precautions which will be taken to comply with the condition cited in par. (d) of Enclosure A, to include the avoidance of prior publication even of unclassified information in order to prevent negating novelty, in accordance with the rules of the Patent Offices of the respective governments.

4. I suggest that a statement substantially along the lines indicated in Enclosure D be presented for discussion at the first Combined meeting of the Plenary Committee.

5. a. Receipt of a copy of any formal BRUSA agreements in the premises would be appreciated if AFSA-12 can obtain them.

b. The comments of Mr. Stauffer, AFSA-03A5, and of AFSA-12 on this phase of Conference procedure would be appreciated. In particular comments on the wording of Enclosure D are desired.

*William F. Friedman*

WILLIAM F. FRIEDMAN  
Chairman, Executive Committee

cc to  
AFSA-04

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~~SECRET~~Extract from JCS 927/56 of 7 February 1950**"VI. CONDITIONS OF RELEASE**

Releases of classified military information will be effected only upon the satisfaction of the following conditions:

- (a) That the recipient government will not release the information to a third government without specific approval of the United States. For the purposes of this proviso, the United Kingdom, and each of the British Dominions are considered to be separate nations;
- (b) That the recipient government will afford to the information substantially the same degree of security protection afforded to it by the United States;
- (c) That the recipient government will not exploit such information for other than military purposes;
- (d) That the rights of the individual or concern which originate in the development, either in patents or in trade secrets, will be respected in accordance with mutually satisfactory agreement between the United States and the recipient government."

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Enclosure A

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DEPARTMENT OF THE ARMY  
Office of The Adjutant General  
Washington 25, D. C.

AGAO-S 350.05 (1 Oct 48) CSOID

3 October 1948

SUBJECT: United States - United Kingdom Security Agreement

TO: Chief of Ordnance  
Chief of Engineers  
Chief Signal Officer  
The Surgeon General  
Chief, Chemical Corps  
The Quartermaster General  
Chief of Transportation

1. The United States Chiefs of Staff will make every effort to insure that the United States will maintain the military security classifications established by United Kingdom authorities with respect to military information of U.K. origin, and the military security classifications established by U.K.-U.S. origin or development; will safeguard accordingly such military information; will not exploit such information for production for other than military purposes; and, will not disclose such military information to a third nation without U.K. consent. The British Chiefs of Staff will make every effort to insure that the United Kingdom will maintain the military security classifications established by the U.S. authorities with respect to military information of U.S. origin, and the military security classifications established by the U.K.-U.S. agreement with respect to military information of joint U.K.-U.S. origin or development; will safeguard accordingly such military information; will not exploit such information for production for other than military purposes; and will not disclose such military information to a third nation without U.S. consent. This agreement applies to military information disclosed by the United States to the United Kingdom or by the United Kingdom to the United States or exchanged between the United States and the United Kingdom on and after the date of acceptance of this agreement by the United Kingdom.

2. The United States Chiefs of Staff and the British Chiefs of Staff agree that insofar as the U.S. and the U.K. are concerned, the safeguards indicated above also apply to information developed by the U.S. and U.K. jointly in collaboration with a third nation.

3. It is agreed in respect of classified information communicated by one country to the other, that the recipient country shall use its best endeavors within the framework of its laws and rules to prevent any loss of patent rights in the information. Specifically it is declared and agreed that

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C O P Y

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AGAO-S 350.05 (1 Oct 43) CSGID Continued 8 October 1948  
 Subj: United States - United Kingdom Security Agreement

a. Any rights of the originator to obtain patent protection in the recipient country in respect of the information communicated are not and will not be prejudiced by virtue of the introduction of the information into such country.

b. The information, so long as it remains classified, will not be used or disclosed by the recipient country in any manner likely to prejudice the rights of the originator to obtain patent protection in respect thereof, but if the recipient country desires to use or to disclose the information in any manner likely so to prejudice the rights of the originator, then the recipient country will immediately notify the country of origin of the full circumstances of such intended use or disclosure, and such use or disclosure shall not be effected until approval is given by the country of origin.

c. Each country when so requested by the other and to the extent consistent with its laws and rules will use its best endeavors

- (1) to have maintained in secrecy any patent application filed in the recipient country in respect of the information for so long as may be desired by the country of origin, and
- (2) to supply reports of the manner in which the information embodied in a patent application has been used or disclosed.

4. For the purpose of this agreement the United Kingdom, the British Dominions, and India are considered to be separate nations.

BY ORDER OF THE SECRETARY OF THE ARMY:

/s/ Edward F. Witsell  
 EDWARD F. WITSELL  
 Major General  
 The Adjutant General

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 Directors Division of the  
 General Staff U.S.A.

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Extract fromArmed Services Procurement Regulations, 1950

9-110 PATENT INTERCHANGE AGREEMENT. The Governments of the United States and of the United Kingdom have entered into a patent interchange agreement which provides, among other things, for the use of patented information within the respective countries for the effective period of the agreement and a method of processing claims arising thereunder. Patent claims by nationals of the United Kingdom asserted against any of the Departments shall be referred to the Interdepartmental Patent Interchange Committee in accordance with procedures prescribed by each respective Department.

~~SECRET~~Proposed Statement

"1. It is agreed that the following conditions governing the release of information are known to and accepted by both parties.

(a) That the recipient government will not release the information to a third government without specific approval of the United States. For the purposes of this proviso, the United Kingdom, and each of the British Dominions are considered to be separate nations;

(b) That the recipient government will afford to the information substantially the same degree of security protection afforded to it by the United States;

(c) That the recipient government will not exploit such information for other than military purposes;

(d) That the rights of the individual or concern which originate in the development, either in patents or in trade secrets, will be respected in accordance with mutually satisfactory agreement between the United States and the recipient government.

"2. It is further agreed that the receiving party will take all measures necessary to avoid prior publication of classified or even of unclassified information in order to prevent negating novelty, in accordance with the rules of the Patent Offices of both parties.

"3. It is further agreed that (a) the conveyance by one party or the other of a process, device or apparatus, or information pertaining thereto, may take the form of a gift, loan, sale, rental, or rendering available, as may be agreed and arranged between the two parties in the specific instance; and (b) the fact that the disclosing party may have the privilege of using a process or a device or apparatus on a royalty-free basis shall not of itself relieve the receiving party of the obligation to pay royalties, nor shall it be construed as the granting of any license whatsoever.

"4. It is further agreed that the terms and conditions of all U.K.-U.S. agreements relating to the interchange of patent information will be followed by both parties."

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