

No. 31535

**CANADA
and
FRANCE**

**General Security Agreement concerning the exchange of classified information of defence interest (with appendix).
Signed at Hull on 18 February 1988**

Authentic texts: French and English.

Registered by Canada on 27 January 1995.

**CANADA
et
FRANCE**

Accord général de sécurité relatif à l'échange d'informations classifiées intéressant la défense (avec annexe). Signé à Hull le 18 février 1988

Textes authentiques : français et anglais.

Enregistré par le Canada le 27 janvier 1995.

GENERAL SECURITY AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE FRENCH REPUBLIC CONCERNING THE EXCHANGE OF CLASSIFIED INFORMATION OF DEFENCE INTEREST

The Government of Canada and the Government of the French Republic, hereinafter referred to as “the Parties”,

WISHING to ensure the protection of all classified information of defence interest exchanged between the competent Authorities of the two countries or supplied to French and Canadian private and public agencies in connection with contractual or pre-contractual arrangements containing secrecy protection clauses;

HAVE AGREED as follows:

ARTICLE 1

The Parties, within the framework of their national laws, shall take all appropriate action to ensure the security of the classified information that they are required to exchange while negotiating or executing agreements, contracts or subcontracts approved by the Parties. This information shall be accorded identical protection to that given national information of equivalent classification.

For the purposes of this Agreement, “classified information” includes information, documents and material of any type bearing, as assigned by one of the Parties, one of the levels of classification or protection set forth in Article 4 below, regardless of whether it is transmitted in writing, orally or visually.

ARTICLE 2

The competent national security authorities responsible for the execution of this Agreement are:

- For France: The General Secretary of National Defence
- For Canada: The Director, Security Branch, Department of Supply and Services

¹ Came into force on 18 February 1988 by signature, in accordance with article 11.

ARTICLE 3

Classified information that has been exchanged may be used only for purposes relating to the implementation of agreements or the execution of contracts or subcontracts approved by the Parties; it may not be used for advertising purpose. Know-how and property rights stemming from classified information, including industrial property rights, must be respected.

Classified information and its related know-how and property rights may not be divulged to a third country or to one of its nationals without the prior written approval of the originating Party.

Unclassified information relevant to classified projects may not be used for purposes other than those connected with the execution of the agreements and contracts set forth in this Article and in Article*1, without the written consent of the Parties.

The channel for requesting and receiving approval will be set out in the Appendix hereto, which is an integral part of this Agreement.

ARTICLE 4

Having taken knowledge of the security measures prescribed by their respective national laws and regulations, each of the Parties undertakes to protect the classified information exchanged under this Agreement and adopts the equivalence of the security classifications set out in the table below:

<u>FRANCE</u>	<u>CANADA</u>
SECRET DÉFENSE	SECRET
CONFIDENTIEL DÉFENSE	CONFIDENTIAL
DIFFUSION RESTREINTE	No equivalent (will be treated as CONFIDENTIAL in Canada)

ARTICLE 5

For every contract or subcontract involving classified information, a security annex shall be drawn up in which the originating Party shall specify the information to be protected by the recipient Party, as well as the security classification applicable to it.

Where the personnel will only have access to classified information at restricted sites other than those in their own establishments and will not reproduce or store anything classified, a security requirements clause specifying the level of clearance required shall be included in the contractual documents.

Such annexes or security requirements clause may be amended only by the originating Party. Copies of the security annexes and/or contractual documents containing the security requirements clauses will be submitted to the agency designated by the competent Party for controlling the application of security measures.

ARTICLE 6

Classified information may be divulged only to persons who have a need-to-know and are duly authorized and security cleared by their competent national authority.

No establishment that is organically outside the Party or its Armed Forces may participate in preliminary studies or be associated with the execution of an agreement, contract or subcontract involving classified information without first having been cleared to the required level by the competent national authority.

ARTICLE 7

Classified information shall generally be transmitted on a government-to-government basis via diplomatic or military channels through designated representatives of each of the Parties as set out in the Appendix hereto which is an integral part of this Agreement, or by any other methods as may be agreed by both Parties. The same shall apply to classified information transmitted via telecommunications facilities.

- (a) In the event of a clear-cut emergency however, classified documents may be carried between France and Canada and reciprocally by an individual cleared to the appropriate level and representing the establishment involved in performing the contract or subcontract; this person must be provided with a specific authorization to that effect delivered by the competent national authority and must be properly instructed concerning his duties and the security of the documents being transported.

This procedure shall be followed only where the routing of documents by diplomatic or military channels would result in delays incompatible with the time allowed for performance of the contractual obligations.

- (b) In the case of classified material or equipment that cannot be routed by diplomatic or military channels on account of its size, weight, packaging or for any other reason, the following rules shall apply:

—All transportation of classified material or equipment is subject to the prior written approval of the competent national authorities, in regard to the principle, the dates, the means and the methods of execution.

—It is the responsibility of the individual dispatching classified information to provide timely notification of his intention to dispatch it so that the appropriate authorization may be obtained from the national authorities concerned.