## PROTECTION OF INFORMATION AGREEMENT

- 1. All classified information communicated directly or indirectly between the parties to this agreement, i.e., the American Institute in Taiwan (AIT) and the Coordination Council for North American Affairs (CCNAA) will be protected in accordance with the following principles:
  - a. The recipient will not release the information to a third party without the prior written consent of the releasing party.
  - b. The recipient will afford to the information a degree of protection equivalent to that afforded it by the releasing party.

- c. The recipient will not use the information for other than the purpose for which it was given.
- d. The recipient will respect private rights, such as patents, copyrights, or proprietary aspects which are involved in the information.
- 2. Classified information and material will be transferred only between the following: AIT, CCNAA or third parties approved by both parties under paragraph la above.
- 3. For the purpose of this agreement classified information is that information which, in the interest of the releasing entity and in accordance with applicable laws and regulations, requires protection against unauthorized disclosure, and which has been designated as classified by the appropriate authority of the releasing entity. This embraces any classified information, be it oral, visual, or in the form of material. Naterial may be any document, product, or substance on, or in which, information may be recorded or embodied. Material shall encompass everything regardless of its physical character or makeup including, but not limited to documents, writing, hardware, equipment machinery, apparatus, devices, models, photographs, recordings, reproductions, notes, sketches, plans, prototypes, designs, configurations, maps, and letters, as well as all other products, substances, or materials from which information can be derived.

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- 4. Information classified by either party and furnished from one party to the other through approved channels will be assigned a classification by appropriate authorities of the receiving party which will assure a degree of protection equivalent to that required by the party furnishing the information.
- 5. This Agreement will apply to all classified information passed to either party from the other party or a third party approved under paragraph la above. Details regarding channels of communication and the application of the foregoing principles will be the subject of arrangements as may be necessary between AIT and CCNAA.
- 6. The recipient party will investigate any possible loss or disclosure to unauthorized persons of classified information obtained under this Agreement, and without delay, will advise the other party of the occurence, the final finding and corrective action to preclude recurrence.
- 7. a. In the event that either party awards a contract involving classified information, then the party under whose jurisdiction contract performance is taking place will assume responsibility for administering measures for the protection of such classified information in accordance with its own standards and requirements.
  - b. Prior to the release of any classified information to a contractor or prospective contractor, the recipient party will, in accordance with this agreement:
    - (1) Insure that such contractor or prospective contractor and his facility have the capability to protect the classified information adequately.
    - (2) Insure an appropriate clearance has been granted to the facility to this effect.
    - (3) Insure appropriate clearances have been granted for all personnel whose duties require access to the classified information.
    - (4) Insure that all persons having access to classified information are informed of their responsibilities to protect the information in accordance with this agreement.

- (5) Carry out periodic inspections of cleared facilities.
- (6) Assure that access to classified information is limited to those persons who have a need to know for agreed-on purposes.

David Dean

Chairman of the Board and Managing Director American Institute in Taiwan

<u> 5 15 [ 20 / 15 198]</u> Date Tsai Wei-ping, Representative Coordination Council for North American Affairs

Sist. 15, 1981

Date

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