

AGREEMENT
BETWEEN THE GOVERNMENT OF
THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE RUSSIAN FEDERATION
ON THE ESTABLISHMENT OF A DIRECT SECURE
COMMUNICATIONS SYSTEM BETWEEN
THE UNITED STATES OF AMERICA
AND THE RUSSIAN FEDERATION

The Government of the United States of America and the Government of the Russian Federation (hereinafter referred to as the "Parties"),

Striving to develop U.S.-Russian relations,

Taking into consideration their mutual interest in the establishment and development of technical capabilities for confidential contacts at the highest level,

Have agreed as follows:

Article I

The Parties shall establish a direct secure communications system between the United States of America and the Russian Federation (hereinafter referred to as the "secure communications system"), consisting of a system of networked equipment and communications circuits and intended for secure emergency and non-emergency communications between the highest leadership of the two countries.

Article 2

The composition and quantity of equipment and communications circuits between the United States of America and the Russian Federation, which comprise the secure communications system, shall be determined by the volumes and types of information necessary for transmission.

The communications circuits shall follow geographically diverse paths in order to ensure that the secure communications system is suitably reliable.

Article 3

1. The Competent Agencies responsible for implementing this Agreement (hereinafter referred to as the “Competent Agencies”) are:

For the United States of America – Defense Information Systems Agency;

For the Russian Federation – the Federal Protection Service of the Russian Federation.

The Parties shall immediately notify one another via diplomatic channels of a change in their Competent Agencies.

2. The Competent Agencies shall jointly:

determine the configuration and technical parameters of the communications circuits, as well as the specific types of encryption devices and equipment to be used;

provide for the maintenance, continuous operation, and security of the secure communications system;

develop recommendations and operating procedures for the secure communications system; and review and resolve issues regarding changes to its configuration and operating mode.

Article 4

The Competent Agencies of the Parties shall support the conduct of meetings of technical experts to resolve issues regarding the establishment,

operation, and improvement of the secure communications system. The location and time of such meetings shall be determined by agreement of the Competent Agencies of the Parties.

Article 5

Each Party shall, in accordance with its national laws, assume the costs of establishing, operating, and improving the secure communications system within its territory. The Parties shall equally share the cost of possible leasing of communication circuits that run outside the territory of the United States of America and the territory of the Russian Federation.

The Parties may agree on other arrangements for bearing the costs of establishing, operating, and improving the secure communications system. A detailed apportionment of expenses shall be determined by agreement of the Competent Agencies of the Parties.

The activities of the Parties under this Agreement shall be subject to the availability of funds appropriated for such purposes.

Article 6

Construction, operational maintenance, and repair of facilities needed to ensure the safe and reliable operation of the secure communications system within the territory of the United States of America shall be accomplished by using the U.S. Party's personnel and resources, and within the territory of the Russian Federation by using the Russian Party's personnel and resources.

Each of the Parties shall take appropriate measures to ensure continuous operation of the secure communications system within its

territory. In the event that the secure communications system fails due to a malfunction outside of their territories, the Parties shall take measures to restore the operation of the secure communications system in accordance with procedures established by the International Telecommunications Union.

Article 7

1. The Parties agree to the following definitions relevant to the protection of classified information exchanged under this Agreement:

“classified information” is information, regardless of the form in which it is presented, that requires protection in the interest of a Party’s national security and that is so designated in accordance with the national laws and relevant regulations of a Party, and unauthorized dissemination of which could cause damage to the United States of America and/or the Russian Federation;

“classified information media” are tangible objects, including physical fields, in which classified information is represented in the form of symbols, images, signals, technical solutions, and processes;

“classification marking” is a requisite element placed on a classified information medium itself and/or as may be necessary in accompanying documentation for it, attesting to the classification status and level of the information contained in the information medium;

“clearance for access to classified information” is the determination that a natural person is eligible for access to classified information and that Competent Agencies are eligible to perform work using classified information;

“access to classified information” is the opportunity to examine, authorized in accordance with the national laws and relevant regulations of the Party, classified information by a natural person having the appropriate clearance for access to classified information;

“Competent Agency for safeguarding classified information” is an agency that is authorized, in accordance with the national laws and relevant regulations of the Party, to transmit, receive, store, protect, and use classified information and that bears responsibility for safeguarding it;

2. For the purposes of this Agreement, the classification levels and their relevant classification markings shall correspond as follows:

The United States of America

“Secret”

“Confidential”

The Russian Federation

“Совершенно секретно”

“Секретно”

3. The decision to transmit classified information shall be made by a Party on a case-by-case basis in accordance with its national laws and relevant regulations.

The transfer of classified information media from one Party to the other shall be conducted between Competent Agencies for safeguarding classified information via diplomatic channels, courier service, or other service authorized to do so in accordance with applicable international agreements between the Parties. The appropriate Competent Agency for safeguarding classified information shall provide written confirmation of the receipt of classified information media. By agreement of the Parties, other means may be used to transfer classified information media.

4. The Parties shall immediately notify one another via diplomatic channels of a change in their Competent Agencies for safeguarding classified information.

5. The Competent Agency for safeguarding classified information in receipt of classified information shall additionally place a stamp attesting to the comparability of the classification markings, in accordance with this Article, on classified information media received.

The responsibility to affix stamps attesting to the comparability of the classification markings shall extend to classified information media created in the process of the Parties' cooperation and those derived through translation, copying, or duplication.

The stamp attesting to the comparability of the classification marking placed on a classified information medium representing classified information received from the other Party shall not be lower than the classification marking on the classified information as transmitted.

6. Classified information media shall be handled, accounted for, and stored by each Party in accordance with its current requirements pertaining to classified information.

7. Classified information media shall be returned or destroyed by written permission from the transmitting Party's Competent Agency for safeguarding classified information, in accordance with applicable national laws and relevant regulations.

The destruction of classified information media shall be documented, and the destruction process must preclude the possibility of reconstituting or recovering the classified information.

The transmitting Party's Competent Agency for safeguarding classified information shall be informed in writing of the return or destruction of classified information media.

8. The classification level of classified information media received may be changed only by written permission from the transmitting Party's Competent Agency for safeguarding classified information.

The transmitting Party's Competent Agency for safeguarding classified information shall inform the other Party's Competent Agency for safeguarding classified information, in writing, of a change to the classification level of transmitted classified information and classified information media.

The classification level of classified information created in the process of the Parties' cooperation shall be determined, changed, or removed by mutual consent of their Competent Agencies for safeguarding classified information.

9. Each Party shall ensure the protection of classified information received from the other Party and necessary for the establishment, operation, and improvement of the secure communications system, in accordance with its national laws and relevant regulations, and shall take at least the same measures to protect the classified information as it does for its own classified information of an equivalent level.

Each Party's Competent Agency for safeguarding classified information shall be immediately informed by the other Party's Competent Agency for safeguarding classified information of any unauthorized dissemination of classified information or any violation it has identified of the requirements for safeguarding classified information and that has

resulted in, or may result in, unauthorized dissemination of classified information.

A Party's Competent Agency for safeguarding classified information shall conduct an investigation should a violation of classified information protection requirements occur, within the territory of the Party, and take all necessary measures, in accordance with its national laws and relevant regulations.

The Parties' Competent Agencies for safeguarding classified information shall notify each other of the outcome of any investigation and the measures taken.

10. The Parties shall not provide any third party with access to classified information transmitted by the other Party except with the prior consent of the other Party. Access to classified information shall be provided only to those persons that have an appropriate clearance for access to classified information and have a need to know the classified information in the performance of their official duties.

11. Issues pertaining to dispute resolution and compensation for damage caused to one of the Parties as a result of the unauthorized dissemination of classified information shall be resolved through negotiations and consultations between the Parties' Competent Agencies for safeguarding classified information.

Article 8

As of entry into force of this Agreement, the following agreements shall terminate, to the extent not previously superseded: the Memorandum of Understanding between the United States of America and the Union of

Soviet Socialist Republics regarding the Establishment of a Direct Communications Link, with Annex, of June 20, 1963; the Agreement between the United States of America and the Union of Soviet Socialist Republics on Measures to Improve the USA-USSR Direct Communications Link, of September 30, 1971, as amended; the Agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on arranging for facsimile communication in addition to the current teletype Direct Communications Link, effected by exchange of notes of July 17, 1984; the Agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on improving the Direct Communications Link, effected by exchange of notes of June 24, 1988; the Agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on Establishing a Direct, Secure Telephone Link between Washington and Moscow, of June 2, 1990; and the Memorandum of Understanding concerning the Establishment of a Secure Telephone Communication Line between the Government of the United States of America and the Government of the Russian Federation, of October 15, 1999.

Article 9

Every two years the Parties shall develop a program of technical modernization of the secure communications system. The secure communications system shall be reequipped and updated every five years.

Article 10

This Agreement shall enter into force on the date it is signed by the Parties, and shall terminate six months after the date of receipt by one of the Parties of written notification from the other Party of its intention to terminate this Agreement.

Should this Agreement be terminated, the measures provided for in Article 7 of this Agreement with respect to the protection of classified information shall continue to be applied to classified information exchanged by the Parties.

Changes and additions to this Agreement may be made by mutual consent of the Parties in writing.

DONE at Washington on October 30, 2008, in two copies, each in the English and Russian languages, both texts being equally authentic.

FOR THE GOVERNMENT
OF THE UNITED STATES
OF AMERICA:



FOR THE GOVERNMENT
OF THE RUSSIAN
FEDERATION:

