JOINT MEETING OF
ARMY-NAVY COMMUNICATION INTELLIGENCE BOARD
AND
ARMY-NAVY COMMUNICATION INTELLIGENCE COORDINATING COMMITTEE
29 OCTOBER 1945

Present:

ANCIB

Army:
Brig. General Carter W. Clarke for
Maj. General Clayton Bissell
Brig. General W. Preston Corderman*
Captain Robert F. Packard*

Navy:
Rear Admiral Joseph R. Redman
Commodore Thomas B. Inglis
Lieutenant John V. Connorton*
Lieutenant (jg) J. F. Callahan*

ANCICC

Army:
Brig. General Carter W. Clarke
Brig. General W. Preston Corderman*
Captain Robert F. Packard*

Navy:
Captain J. N. Wenger
Captain F. R. Kinney
Captain W. R. Smedberg, III
Lieutenant John V. Connorton*
Lieutenant (jg) J. F. Callahan*

Also Present:

GC and CS

Sir Edward Travis
Brigadier J. H. Tiltman
Group Captain E. M. Jones
Mr. Harry Hinsley

*Dual membership.

A special joint meeting of ANCIB-ANCICC was held at 1400 on 29 October 1945 in Admiral Redman's office at the Navy Department.

Rear Admiral Joseph R. Redman led the discussion of a draft agreement between ANCIB and the London SIGINT Board drawn up by the Secretariat at the direction of ANCIB-ANCICC (Enclosure (A)).
Paragraph 1 of Enclosure (d)

Sir Edward Travis said that he had been carrying on discussions with General Eddy and with Canadian authorities with regard to various parts of the proposed agreement. He found that the authority vested by the London EICK board in earlier drafts of the agreement had been in accord with past-time conditions, but the present position of the London EICK board, he said, was uncertain and depends upon Section 2 to be dealt with by the London Chiefs of Staff and other higher authorities. He was going to try, therefore, to make an agreement that theadvises to the Dominion and the same time would be within his authority. A proposed that

an addition be made at the end of this paragraph: "Throughout this agreement British Empire is unalterable to mean all British territories, except the Dominions."

He said that he was going to leave consideration of the position to later paragraph of the agreement.

Commodore Ingles asked whether this represents the legal view of the British Empire. Sir Edward Travis replied that he was trying to avoid legal complications as far as possible. At the present time, Commodore Ingles remarked that

"The agreement as written is not the same as the original agreement in respect to the various parts of the agreement and the Dominion." The agreement as written will be subject to higher authority. Sir Edward Travis suggested that the word "and" be recognized by NAIC and that the word "and" be restored to the paragraph, but NAIC did not agree to this.

The following definition was tentatively accepted:

 Throughout this agreement Communication Intelligence is understood to comprise all processes involved in the production and dissemination of information derived from the communications of other nations.

Paragraph 2 of Enclosure (d)

General Gordenar said that a "complete" exchange does not seem necessary or desirable since there has never been a complete exchange, literally speaking. Since the Army and the British exchange that they need "to live exchanged," he suggested that "free" be substituted for "complete," Sir Edward Travis proposed the word "unrestricted" and this was accepted by the members.

Sir Edward Travis asked what was the difference between (b) and (f). Admiral Redden and Captain Letter said it was
their understanding that (a) refers to captured materials. 
Mr. Mansley proposed that (a) be changed to read: "acquisition of relevant documents, equipment and information," and this would make (f) unnecessary. Commodore Inglis stated it seemed to him that (b) and (f) refer to different things. A captured code machine, for example, would come under (b) but not (f).

Admiral Fedman said that since the present wording is more explicit it might be better to retain it. There was general agreement on this.

Paragraph 4 of Enclosure (A)

Sir Edward Travis suggested that "work on methods or techniques" be inserted in paragraph 3 as an additional sub-paragraph and that paragraph 4 be deleted. When this proposal was not accepted by ARCL, he said that he would like to have an explanation of paragraph 4. Admiral Fedman answered that we might have a technique which would not be relevant to a current problem and might even apply to one of our own ciphers. It would not be in the national interest to turn over such a technique to anyone else. Sir Edward Travis stated that since British-American collaboration during the war had led to a large extent with technical developments, an insistence on an exchange of techniques would make the agreement impracticable. Having agreed on a complete exchange of products in paragraph 3, an incomplete exchange of techniques seemed to him to be retrograde. Moreover, he said, since any withholding would be obvious, it would be very easy for suspicions to be aroused on either side.

Admiral Fedman pointed out that technical exchange with the British in the past had not been entirely satisfactory, and in one case an appeal had to be made to the Admiralty to make the British live up to an agreement. ARCL feels, he said, that it can exchange technical information only in so far as it is in the national interests.

When Sir Edward Travis said that the British were willing to exchange techniques subject to the qualifications of paragraph 5, Commodore Inglis pointed out that any exceptions under paragraph 5 would have to be agreed upon by both parties, and this would not be satisfactory to ARCL. Admiral Fedman stated that we are trying to keep the interpretation of the agreement as loose as possible, but this is not the situation the agreement will end. Sir Edward Travis said that according to paragraph 4 the two parties would be obliged to review all items now being exchanged, but Commodore Inglis commented that he did not think it necessary to review any exchange that already exists. Sir Edward Travis said that there would undoubtedly be future developments on problems that are now
General Corderman stated that, from his point of view, paragraph 3 covers everything that is on a current basis, whereas paragraph 4 has no relation to any current problem. Cryptanalytic methods, he said, are covered by paragraph 3. Sir Edward Travis and Commodore Inglis disagreed with this interpretation, pointing out that paragraph 7 refers only to products, not to methods. General Corderman said that this was not his understanding of paragraphs 3 and 4. General Clarke concurred, adding that he did not believe General Dilliss understood the paragraphs in this way either. Admiral Fedman said that he thought the meaning of these paragraphs had been discussed fully and agreed upon at the last joint meeting of ANGB-NCIC. General Corderman stated that he did not see how there could be collaboration on a current problem without an exchange of techniques. Sir Edward Travis remarked that the British would not be willing to enter into an agreement on this basis. Admiral Fedman said that a total exchange would be proper only if there were a treaty of alliance between the two countries. He pointed out that we supplied numerous Enigma solutions to the British without indicating just how we got each one.

Sir Edward Travis said that too many items were implied in the words, "as mutually agreeable in specific instances," but Admiral Fedman did not think there were too many items involved to make the provision impracticable. Then Brigadier Tillman pointed out that freedom of liaison would be reduced by such a provision, Admiral Fedman said that it is not the intention of ANGB to allow the British complete access to our intelligence activities. Then Sir Edward Travis expressed the opinion that it would be better to allow liaison personnel considerable freedom of action, Admiral Fedman recalled that definite restrictions on liaison are proper in time of peace. General Clarke states that the two parties either collaborate or do not collaborate, and he was opposed to paragraph 4 if it is to be interpreted with all these restrictions. Admiral Fedman said that he wanted no veiled language in the agreement. General Clarke commented that paragraph 4 nor seemed to be receiving a new interpretation that he had not heard before. When Commodore Inglis said that present liaison arrangements should be curtailed, a discussion ensued on this point.

Admiral Fedman said that the Navy is prepared to live up to the provisions of the proposed agreement completely, and anything going beyond the present draft agreement would not be acceptable to higher naval authority. Sir Edward Travis commented that the exchange of products seemed to him more dangerous than the exchange of techniques from the standpoint of divulging the existence of the agreement.
Admiral Fegen said, however, that any exchange could be satisfactorily controlled. Group Captain Jones asked what scope of technical exchange was foreseen by MI5A according to this paragraph. Admiral Fegen replied that any exchange would be governed by that we conceive our national interests to be. Group Captain Jones remarked that the paragraph in the present form seemed to make restriction the rule and not the exception.

Admiral Fegen asked whether it would be better from the British point of view to drop the phrase, "In specific instances," Sir Edward Travis said that even so the technical people would have to conduct a complete investigation of their present exchange. Captain Smedberg said that it was his idea that present techniques would be exchanged but not necessarily future developments. Brigadier Tillman said that nothing in the paragraph as it now stands necessarily refers to the future. Admiral Fegen pointed out that there is no need to consider present techniques since they are already taken care of adequately.

Sir Edward Travis stated that too much consultation would be required under this provision, since every item of a problem would have to be discussed, especially in the early stages of their work. Admiral Fegen disagreed with this interpretation, saying that we had worked for the British in the past without receiving all relevant information in every case. General Clarke suggested that paragraphs 4 and 5 be combined and linked to paragraph 3. Commodore Inglis disapproved of this, stating that the present draft of these paragraphs expressed his ideas very well. In certain fields, he said, restrictions will be permitted by mutual agreement but in others we want to remain a free agent.

Captain Smedberg suggested that Sir Edward Travis propose what he considered to be a reasonable substitute. After some consideration, Sir Edward Travis suggested the following:

"Information regarding equipment especially designed for cryptanalytic purposes will also be freely exchanged except when it is considered against its interests by either party."

When General Corderman suggested that "methods and techniques" be substituted for "equipment," Sir Edward Travis said that this would make the provision unworkable. Admiral Fegen remarked that he preferred the substitute suggested by General Corderman and that the parties could make this provision work. Sir Edward Travis said that an agreement of this sort could make collaboration too difficult, especially on current problems. General Clarke stated that collaboration must be thoroughgoing in any field. Captain Vanger did not agree that an exchange of products demands knowledge of techniques since
for example, it is possible to read traffic without knowing how the ciphers are made. He, therefore, offered his own substitute for this paragraph:

"Information regarding methods and techniques will in general be exchanged. However, such information may be withheld by either party when its special interests so require."

Then Sir Edward Travis said he thought that such a provision might very well lead to suspicion on either side, Captain Tanger pointed out that the agreement previously negotiated by the British with the army had been far more limited in its terms than the present proposed agreement, but it had actually worked very well.

Paragraph 5 of Enclosure (A)

Some members expressed misgivings about the term, "foreign communications." Cobby Captain Jones suggested that "communication intelligence" be substituted for it. Lieutenant Colonel proposed that there be an adequate definition offered for "third party" later in the discussion. It might be found advisable to substitute "third party communications" for "foreign communications." After some discussion the following definition was agreed on by all present:

"Throughout this agreement foreign communications is understood to mean all communications of any person or persons acting or purporting to act for or on behalf of any military or naval force, faction, party, department, agency or bureau within a foreign country, or for or on behalf of any government or any person or persons purporting to act as a government within a foreign country, whether or not such government is recognized by the United States or the British Empire."

Paragraph 6 of Enclosure (A)

Then the question arose how "third party" is to be defined. Sir Edward Travis said that he had a new proposal for paragraph 6 which he thought would solve the difficulties raised by this term.

Paragraph 7 of Enclosure (A)

Then Captain Tanger suggested that an exception might arise to 7(a), it was generally agreed that any exception would be adequately taken care of by paragraph 4.
Paragraph 8 of Enclosure (c)

Sir Edward Travis offered a substitute for this paragraph:

"Dominion and Overseas Centres in the British Empire which are recognized by the London SIGHT Board cannot be regarded as third parties, but the Board will keep the U. S. fully informed of all arrangements and proposed arrangements with these Centres, and will ensure that the terms of this agreement are adhered to by the authorities concerned."

He said that the British have no objection to our coming to an agreement with any of the Dominions, but they want prior knowledge of any such agreement. Admiral Fisken said that it could be unfortunate if the British should not consent to our establishing an agreement with a Dominion in any specific instance, since he did not want to see the entire British-American agreement torn up because of a disagreement on this single provision.

Mr. Finley said that there is danger of unauthorized bodies cropping up in the Dominions or in the U. S. General Corcoran remarked that the Canadians have manifested a desire to make arrangements with us without consulting the British. When Sir Edward Travis said that the British would consult on any such arrangements, General Corcoran replied that he might have reasons for collaborating with the Canadians that were just as good as the British reasons for our collaborating. To Commodore Inglis's question whether Canada recognizes the authority of the London SIGHT Board, Mr. Finley replied that this question does not affect day-to-day collaboration with the Canadians. General Clarke stated that this is a British rather than an American problem, and General Corcoran added that this may have never had a problem along these lines. Commodore Inglis said that higher authority in the Navy would not agree to such a provision unless Canada gave written assurance that it found such an arrangement satisfactory.

When Sir Edward Travis said that his proposed version was acceptable to the Canadians, Commodore Inglis commented that he was not sure the Canadians would be willing to accept it. He added that this is an embarrassing point for us since we do not want to trespass on any agreement made between Canada and the U.S. on a higher level. He said that until we have assurance that the Dominion recognizes the authority of the London SIGHT Board the Dominion cannot be given the position now being proposed by the British whenever the U. S. and a Dominion enter into an agreement the Dominion.
should inform the London EIGHT Board, but the British should not have a veto power over such an agreement. Then Admiral Pecksniff suggested that the U.S. rather than the Dominion should inform the British, Commodore Inglis replied that it seemed to him more like an intra-family problem between the British and the Dominions. Sir Edward Travis repeated that he wanted to keep the agreement free from political problems and added that the Dominions are not at present major partners in communication intelligence activities.

Captain Peckard remarked that there seemed to be three categories under consideration: (1) the parties to the agreement, (2) foreign nations, (3) the Dominions. Admiral Pecksniff, agreeing with this, said that we must still iron out difficulties involving the Dominions. Commodore Inglis said that he objected to the phrase, "recognized by the London EIGHT Board." Admiral Pecksniff added that he did not see how more than one intelligence agency could exist in Canada. It was generally agreed that the paragraph deserved careful reconsideration.

Paragrapb 9 of Enclosure (9)

Sir Edward Travis proposed an addition at the end of this paragraph:

"nor with any agency in the Dominions without first consulting with the London EIGHT Board."

A question arose whether we should speak of "consulting" or "informing." Commodore Inglis remarked that if any Dominion does not recognize the authority of the London EIGHT Board we must retain our freedom of action in dealing with it. Group Captain Jones proposed that we substitute "obtaining the views of" for "consulting," since this would not imply a veto power on the part of the London EIGHT Board. This proposal was found acceptable.

Paragrapgh 10 of Enclosure (9)

At Captain Fenger's suggestion, "prior" was inserted before "approval" to make the wording agree with that of paragraph 9.

Paragrapgh 11 of Enclosure (9)

Sir Edward Travis proposed that the word "to recipients in the Dominions as may be agreed upon between the London EIGHT Board and the Dominion authorities concerned," be
Admiral Buxton pointed out that the difficulties raised by the term "third party" had not yet been solved, and this paragraph would have to be reconsidered along with paragraphs 8 and 9, which also provide for the Dominions. Admiral Buxton and General Corderoy expressed their approval of the following statement:

"Throughout this agreement third parties are understood to mean all individuals or authorities other than those specified in paragraph 1 as parties to the agreement and other than those in the British Dominions."

Commodore Inglis said that this seemed acceptable to him, but Sir Edward Travis was not sure he could accept this statement without giving it some thought.

Paragraph 12 of Enclosure (A)

Sir Edward Travis proposed that, since he was unable to divorce "economic purposes" from everyday life, "commercial gain" be substituted for "commercial or economic purposes." It was generally agreed, however, that "commercial purposes" is more acceptable.

Paragraph 13 of Enclosure (A)

Captain Menger asked whether it would be desirable to read "terminates and supersedes," but this change was not considered necessary.

Paragraph 14 of Enclosure (A)

Sir Edward Travis proposed that the words, "or in part," be removed from the second sentence since no agreement can be terminated by one party without the agreement of the other party. Commodore Inglis suggested that 3(c) might be terminated by the U.S., and the British would then have to decide whether the whole agreement should be terminated. Mr. Buxton commented, however, that certain parts of the agreement, such as paragraph 7, could not be terminated by one party without, in effect, terminating the entire agreement. Sir Edward Travis added that such a provision did not seem to be in the spirit of the agreement. Captain Sneck said there would be some justification for such an action on our part if, for example, we asked the British to terminate a certain part of the agreement and received no reply for several months. Commodore Inglis said that he saw
no harm in this provision and it might conceivably be useful
at some time. Admiral Fedman added that he does not want
the parties to the agreement to find themselves in a position
where the only alternative to terminating a part of the
agreement is to tear up the entire document. He expressed
his willingness, however, to take out the words, "for in part,"
and Commodore Inglis agreed to their removal for the sake of
getting on with the discussion.

Paragraph 16 of Enclosure (6)

Sir Edward Travis proposed that paragraph 16 be deleted
since working arrangements can be worked out separately and
need not form part of the main agreement. He said that the
appendices as a whole would require some months to work out
in detail. No decision was reached on this matter.

It was decided that the Secretariat together with
Mr. Hinsley would draw up a new draft agreement which would
embody all the points on which agreement had already been
reached. Commodore Inglis pointed out that the two chief
problems still in need of solution were the exchange of
techniques and relations with the Dominions. Admiral Fedman
agreed, and expressed the hope that these problems could be
solved at the next meeting of ANICB-ANCICO with the British
representatives.

John F. Callehan
Robert F. Packard
Secretariat, ANICB-ANCICO.
1. The following agreement is made between ANCIB (representing the United States State, Navy and War Departments and all other U.S. Communication Intelligence authorities which may function) and the London CICBT Board (representing the Foreign Office, Admiralty, War Office, Air Ministry, and all other Communication Intelligence authorities which may function in the British Empire).

2. The agreement governs the relations of the above-mentioned parties in Communication Intelligence matters only. The exchange of such collateral material as is necessary for technical purposes and is not prejudicial to national interests will be effected between the Communication Intelligence agencies in both countries.

3. The parties agree to complete exchange of the products of the following operations relating to foreign communications:
   (a) collection of traffic
   (b) acquisition of communication documents and equipment
   (c) traffic analysis
   (d) cryptanalysis (i.e. code and cipher recoveries)
   (e) decryption and translation
   (f) acquisition of information regarding communication organizations, practices, procedures and equipment.

4. Information regarding methods or techniques will be exchanged as mutually agreeable in specific instances.

5. Cooperation in conformity with the foregoing will be effective on all work undertaken on foreign communications except when specifically excluded from the agreement at the request of either party and with the agreement of the other. It is the intention of each party to limit such exceptions to the absolute minimum and to exercise no restrictions other than those reported and mutually agreed upon.
6. Both parties will regard this agreement as precluding unilateral action with third parties on any subject appertaining to Communication Intelligence.

7. There are occasions, however, when advantage results from contact and exchange with third parties. Such contact and exchange may, therefore, take place subject to the following understanding:

(a) It will be contrary to this agreement to reveal its existence to any third party whatever.

(b) Each party will seek the agreement of the other to any action with third parties, and will take no such action until its advisability is agreed.

(c) The agreement of the other having been obtained, it will be left to the party concerned to carry out the agreed action in the most appropriate way, without obligation to disclose precisely the channels through which action is taken.

(d) Each party will ensure that the results of any such action are made available to the other.

8. By its charter the London SIGINT Board is responsible for Communication Intelligence and its Security throughout the British Empire, and it has authority to commit all elements of the British Empire in matters appertaining to Communication Intelligence and its Security. Consequently, India and the Dominions cannot be regarded as third parties. On the other hand,

(a) The London SIGINT Board is signatory to this agreement on behalf of all Communication Intelligence authorities of the British Empire, and will ensure that the terms of this agreement are adhered to by those authorities.

(b) The London SIGINT Board will keep the U.S. fully informed of actions and proposed actions in and with India and the Dominions and with all other elements of the British Empire.

9. As CIB will make no arrangements in the sphere of Communication Intelligence with any British Empire agency except
through, or with the prior approval of the London SIGINT Board. (This assumes that Canada agrees to this proposal.)

10. The London SIGINT Board will make no arrangements in the sphere of Communication Intelligence with any U.S. agency except through, or with the approval of, ANCIB.

11. Communication Intelligence and Secret or above technical matters connected therewith will be disseminated in accordance with identical security regulations to be drawn up and kept under review by ANCIB and the London SIGINT Board in collaboration. Within the terms of these regulations dissemination by either party will be made to U.S. recipients only as approved by ANCIB; to British Empire recipients only as approved by the London SIGINT Board; and to third party recipients only as jointly approved by ANCIB and the London SIGINT Board.

ANCIB and the London SIGINT Board will ensure that without prior notification and consent of the other party in each instance no dissemination of information derived from Communication Intelligence sources is made to any individual or agency, governmental or otherwise, that will exploit it for commercial or economic purposes.

13. This agreement supersedes all previous agreements between British and U.S. authorities in the Communication Intelligence field.

14. This agreement may be amended or terminated completely or in part at any time by mutual agreement. It may be terminated completely or in part at any time on notice by either party, should either consider its interests best served by such action.

15. This agreement becomes effective by signature of duly authorized representatives of the London SIGINT Board and ANCIB.

16. The following appendices have been approved by both parties to this agreement:

ENCLOSURE A
LIST O F APPENDICES

(To be appended to basic agreement)

(a) Coordination of Traffic Collection and Exchange
(b) Coordination of Traffic Analysis
(c) Coordination of Cryptanalysis and associated techniques
(d) Coordination of Communications
(e) Coordination of Dissemination
(f) Identical security regulations
    (1) Listing of all recipients
    (2) Limitation of Dissemination
    (x) Limitation of Dissemination of commercial information
        from Communication Intelligence sources
(g) Channels for Exchange and Liaison
(h) Collateral Material
DEFINITIONS:

(The following definitions are tentative and may be included as a separate paragraph in the text of the agreement or as footnotes.)

1. "Communication Intelligence" is understood throughout the agreement to be equivalent to the British "Signal Intelligence."

2. "Foreign communications" as used in paragraphs 3 and 4 refers to the communications of any individual or agency of a faction, group or nation that is not a party to this agreement.

3. "Third party" refers to any individual, agency, faction or group that is not a party to this agreement. (The question arises whether foreign and domestic third parties, for example, are to be called third parties indiscriminately.)

OGA
EO 1.4.(c)
EO 1.4.(d)