

DoD 5220.22-C

**CARRIER
SUPPLEMENT**

TO

**INDUSTRIAL SECURITY
MANUAL**

FOR

**SAFEGUARDING
CLASSIFIED
INFORMATION**



DEPARTMENT OF DEFENSE

October '1986

①
E. P. Smith



DEFENSE INVESTIGATIVE SERVICE

1900 HALF ST., S.W.
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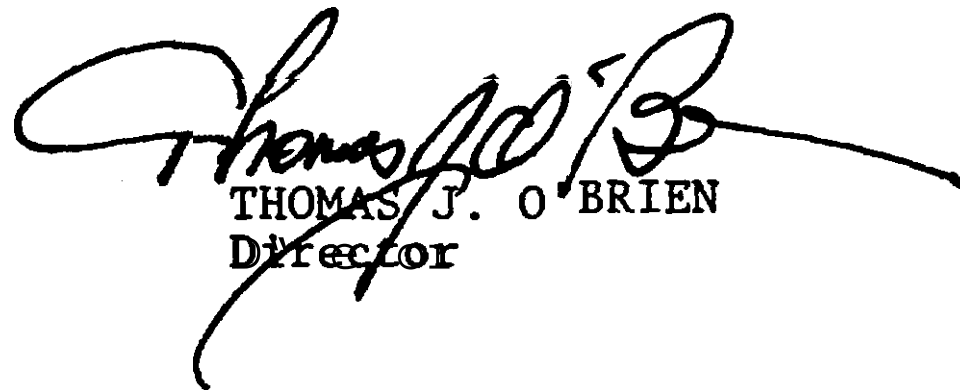
FOREWORD

This Supplement, together with the DoD 5220.22-M, "Industrial Security Manual for Safeguarding Classified Information" (ISM), establishes uniform security practices for commercial carriers used by User Agencies, prime and subcontractors, to transport SECRET material. Recommendations for amendments to this Supplement should be submitted to the Deputy Director (Industrial Security), Defense Investigative Service through respective Cognizant Security Offices.

DoD 5220.22-C, "Carrier Supplement" to the Industrial Security Manual for Safeguarding Classified Information, April 1970 is canceled.

This Supplement is issued pursuant to and constitutes notice prescribed by Section 1A of the DIS Form 1149, "Department of Defense Transportation Security Agreement."

Distribution of this supplement by the Defense Investigative Service is limited to User Agency activities and qualified carriers. Qualified carriers shall also receive distribution of the basic Manual. All other requests for distribution shall be accomplished through government procurement channels or by direct purchase from the Superintendent of Documents, U.S. Government Printing Office, Washington, D. C. 20402.


THOMAS J. O'BRIEN
Director

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SECTION I

GENERAL

1. DEFINITIONS

a. Cleared Carrier. A commercial carrier who has met the following criteria for handling SECRET shipments:

(1) Has a SECRET facility clearance issued by the Defense Investigative Service (DIS).

(2) Has authorization by law or regulation to provide the required transportation service.

(3) Has furnished Headquarters, Military Traffic Management Command (HQ MTMC) with an applicable tariff, tender, or agreement that provides for Protective Security Service (PSS).

(4) Can provide the Protective Security Service (PSS) requirement established by a government transportation office.

b. Protective Security Service (PSS). A transportation protective service provided by a cleared commercial carrier qualified by MTMC to transport SECRET shipments. The carrier must provide continuous attendance and surveillance of the shipment by qualified carrier representatives and maintain a DD Form 1907, Signature and Tally Record.

In the case of air movement, however, observation of the shipment is not required during the period it is stored in the carrier's aircraft in connection with flight, provided the shipment is loaded into a compartment that is not accessible to any unauthorized person aboard. Conversely, if the shipment is loaded into a compartment of the aircraft that is accessible to an unauthorized person aboard, the shipment must remain under the constant surveillance of a cleared escort or qualified carrier representative.

c. Qualified Carrier Representative. A U.S. citizen employed by a carrier or terminal involved in the handling of DoD shipments under a Transportation Protective Service (TPS) and who is:

(1) Designated by carrier or terminal management to attend (safeguard) a transportation conveyance.

(2) Aware of the sensitivity of DoD material moving under a TPS.

(3) Knowledgeable of the safety, security and emergency procedures that must be followed.

(4) Authorized to move a transportation conveyance and has the means and ability to do so.

(5) When providing Protective Security Service (PSS), is cleared under the DoD Industrial Security Program to handle SECRET shipments and possesses carrier-issued identification.

d. Refuge Location. A DoD activity that meets statutory requirements for storing classified or protected (sensitive material) (excluding Class A and B explosives) and which can provide security for such shipments in emergencies.

e. Safe Haven (DoD). A DoD Activity that meets the **quantity** and distance requirements of DoD 6055.9 STD. "DoD **Ammunition** and Explosive; Safety Standards" for storing Class A and B explosives and that can provide security for such shipments in emergencies.

f. Signature and Tally Record. A DD Form 1907 (Annex D) is an integral part **of PSS** and provides continuous accountability and custody of a shipment from point of pickup to delivery to the consignee. For commercial air shipments, a signature is not required **from** the flight crew or attendees of the **carrier's** aircraft.

g. Terminal. The area used by the carrier (to include an office used as interchange/transfer point) for loading, unloading, temporary storage, or transfer of a SECRET shipment. (Terminals located on military installations and operated by military personnel are subject to the regulations of the Commander or Head of the User Agency installation.)

h. Transportation Protective Service (TPS). A commercial carrier service performed according to DoD policy that provides in transit physical security for shipments of classified material. The TPS requirement used for shipments of SECRET material is PSS.

i. Department of Defense Transportation Security Agreement (DIS Form 1149). An agreement between a cleared commercial carrier and the Government which **stipulates** that classified information will be appropriately **protected** by the carrier, as outlined in the DoD 5220.22-M, Industrial Security Manual for Safeguarding Classified Information and Annex A of this Supplement.

2. DESIGNATION OF COGNIZANT SECURITY OFFICE (CSO)

a. The Director, DIS, has delegated authority for security oversight to cognizant Regional Directors of Industrial Security for cleared commercial carriers physically located within the geographical boundaries of their regions.

b. All industrial security matters between the Government and cleared commercial" carriers on safeguarding SECRET shipments shall be handled through or in coordination with the CSO.

All questions of interpretation with respect to this Supplement, or problems involving the safeguarding of SECRET classified shipments shall also be addressed to the CSO.

3. GENERAL REQUIREMENTS. Cleared commercial carriers **shall** be responsible for safeguarding all SECRET classified shipments under their control **in** accordance with the provisions **of** this Supplement and applicable sections of the basic Manual as referenced herein. In furtherance of this requirement, the following shall apply to all cleared commercial carriers:

a. Protective Security Service

(1) The cleared commercial carrier shall have on file at HQ MTMC an applicable tariff, Government tender, or agreement which provides Protective Security Service (**PSS**) on shipments of SECRET classified material.

(2) Closed and locked compartments of vehicles shall be used unless specifically exempted by the shipper. Packages weighing less than 200 pounds shall be transported in a locked container, such as a **CONEX**, dromedary, or similar equipment.

b. Security Supervisor. A U.S. citizen employee shall be appointed to **supervise** and direct security measures necessary for the safeguarding of SECRET shipments. A security supervisor shall also be appointed at each terminal used for SECRET shipments.

c. Limitation on Handling. Assurances shall be made that all SECRET shipments are entrusted only to qualified carrier representatives who have been issued a personnel security clearance by the Government.

d. Safeguarding. Suitable protective measures shall be provided ~~within the~~ terminals for the safeguarding of SECRET shipments in accordance with the provisions of this Supplement.

e. Individual Responsibility for Safeguarding. On a recurring basis, personnel shall be reminded **of** their continuing individual responsibilities for the protection of SECRET shipments. Each employee shall be made aware of the security procedures which pertain to his or her particular work assignment and of any security deficiencies cited during recurring inspections that require individual corrective action.

f. Security Briefing. Prior to performance of duties, a qualified carrier representative (or other personnel as specified in paragraph 7 of this Supplement), shall be briefed on his or her responsibility to safeguard classified information as specified in paragraph 5g of the basic Manual and instructed to read the portions of the espionage laws, conspiracy laws and

Federal Criminal statutes applicable to the safeguarding of classified information appearing in Appendix VI of the basic Manual. The security briefings shall include, as appropriate, the procedures to be followed in each case of irregularities, mishandling of shipments, or security compromises and, as appropriate, those functions of a carrier escort prescribed in Appendix IX of the basic Manual.

g. Termination of Department of Defense Transportation Security Agreement. In the event the **DIS** Form 1149, "Department of Defense Transportation Agreement" is terminated for any reason by either party and is not superseded by a new DIS Form 1149, all SECRET shipments in the carrier's possession shall be tendered to the shipper or consignee concerned. The Letter of Notification of Facility Security Clearance for a Commercial Carrier, **DIS** FL-19 (see Annex C) and the carrier's copy of the **DIS** Form 1149 shall be returned to the CSO. Required records for which the retention period has not expired at the time of the termination of the DIS Form 1149 shall continue to be maintained by the carrier until the expiration of the prescribed retention period. These records shall be subject to review by the Government at any time within the retention period.

h. Standard Practice Procedure (SPP). Prior to receipt of clearance, an SPP shall be prepared, sufficient in **detail** to place into effect all security controls required by the DIS Form 1149 and this Supplement which are applicable to the carrier's operations. The SPP shall be applicable and on file throughout the organization, including all terminals. If necessary, a terminal manager may augment the home office SPP to ensure compliance therewith. Copies of the SPP and augmentation shall be furnished the appropriate CSO. The carrier shall modify the SPP upon notification from the CSO that it does not adequately implement the requirements of this Supplement and within four months from the date of receipt of a change to or revision of this Supplement.

i. Emergency Procedures. The carrier shall develop **procedures** for safeguarding PSS shipments in emergency situations such as a natural disaster or civil disturbance. The procedures shall be as simple and practical as possible and should be adaptable to any type of emergency that may arise. This procedure shall be incorporated **in the** SPP. The carrier shall provide for submission of a report to the CSO and the consignor, by the most expeditious means, of any emergency situation which renders the carrier incapable of safeguarding the PSS shipment. Possible courses of action available to the carrier to safeguard the PSS shipment during emergency situations are:

(1) requesting assistance from appropriate civil authorities, DoD safe haven/refuge or local and State law enforcement agencies;

(2) seeking **legal** remedies such as the issuance of a court restraining order or injunction against interference with the carrier in the exercise of its property rights or in the discharge of its obligation to safeguard PSS shipments; or

(3) requesting, the assistance of the CSO, for example, in obtaining the described legal remedies.

j. Investigative Assistance. Representatives of Federal investigative agencies and of the CSO conducting official investigations pertaining to the unauthorized disclosure of classified material shall be afforded full cooperation.

4. **REPORTS**. The carrier, in coordination with its terminals **which have been** issued a facility security clearance by the Government, shall submit immediately in writing to the CSO, the reports required by paragraph 6 of the basic Manual, and in addition, a report shall be submitted for the following situations:

a. Changes in Terminals. An initial report and a report of **any change** in terminals to be used in handling PSS shipments.

b. Inability to Safeguard SECRET Material. A report, by the most expeditious means, of any emergency situation which renders the carrier incapable of safeguarding a PSS shipment. A report shall also be provided the consignor and the Government transportation officer concerned. This requirement does not preclude similar reporting of the incident to appropriate **local**, State and Federal civil authorities or military establishments as the situation warrants.

5. **IRREGULARITIES, MISHANDLING OF SHIPMENTS, SECURITY COMPROMISES, OR SUSPECTED COMPROMISES**

a. The carrier shall establish procedures to ensure that any employee discovering **loss**, compromise, or suspected compromise of SECRET shipments promptly reports such to the security supervisor or other responsible officials if the security supervisor is not available.

b. Immediately upon receipt of a report and in accordance with policy, the security supervisor at the nearest terminal shall initiate a preliminary inquiry to ascertain all of the circumstances surrounding the reported compromise. If the preliminary inquiry indicates that a compromise may have occurred, the carrier shall immediately submit a report of the incident to the appropriate CSO and conduct a complete investigation of the incident. Additionally, the carrier shall submit a report to the consignor and to the nearest office of the Federal Bureau of Investigation (FBI) and furnish sufficient information to assist in identification of the shipment.

c. Upon, completion of the investigation a final report shall be submitted to the CSO containing the following:

(1) an outline of the essential facts surrounding the incident, such as where, when, and how it occurred, and what were the contributing factors;

(2) the name and position of the individual(s) primarily responsible for the incident; and

(3) a statement as to the corrective action taken to preclude a recurrence of similar incidents and the disciplinary action taken against the responsible individual(s), if any,

d. This policy above also applies in the case of irregularities or mishandling of shipments; however, reporting to the **FBI** is not a requirement in these cases.

SECTION 11

CLEARANCE REQUIREMENTS (Also see Section 3, **basic** Manual)

6. FACILITY. A commercial carrier may be permitted to transport SECRET shipments only after qualifying to do so. This includes the issuance of a facility security clearance **by** the Government. The CSO shall advise the carrier of the actions required for the processing, issuance and continuation of a facility security clearance. In connection with the issuance of a facility security clearance, personnel security clearances must be granted to certain management personnel as prescribed in this Supplement. In addition, the home office of the carrier shall (i) execute a DIS Form 1149, "Department of Defense Transportation Security Agreement" (Annex A) , (ii) a DIS Form 1150, Appendage to the Department of Defense Transportation Security Agreement (Annex B) , listing those terminals which shall be used for transportation of PSS shipments, and (iii) a **DD** Form 441s, Certificate Pertaining to Foreign Interest (see Appendix 1, basic Manual) . Terminals engaged in the transportation of PSS shipments shall also be cleared **by** the Government. Before a carrier is eligible to transport SECRET shipments, it shall, in addition to having a facility security clearance, prepare an SPP as prescribed in this Supplement and be prepared to apply the other protective safeguards set forth in Section 111. The home office of the carrier is responsible for ensuring the adherence, by each of its cleared terminals, to the terms of the DoD Transportation Security Agreement and to the protective safeguards required for the movement of SECRET classified shipments.

7. PERSONNEL

a. The personnel security clearance requirements and procedures set forth in the basic Manual are equally applicable to commercial carriers which are corporations or associations, sole proprietorships or partnerships, respectively.

b. The terminal manager and the security supervisor are required to be issued a personnel security clearance in connection with the facility security clearance of a carrier terminal listed in the DIS Form 1150.

c. Concurrent with, but not as a part of the facility security clearance, a sufficient number of qualified carrier representatives, consistent with operational necessity, shall be issued personnel security clearances to provide adequate protection of SECRET shipments at each terminal listed in the DIS Form 1150.

SECTION III

PROTECTION SAFEGUARDS

8. GENERAL. This section outlines those special requirements, limitations and safeguards applicable to the various modes used for transporting SECRET shipments as set forth as follows:

a. Air and Motor Carriers.

(1) A **DD Form 1907**, Signature and Tally Record is required to be signed by each carrier representative from point-of-origin to destination.

(2) Only employees designated by the carrier as qualified representatives who have been issued a personnel security clearance by the Government or cleared escorts may be assigned responsibility for SECRET shipments.

(3) SECRET shipments shall have constant surveillance between receipt from the consignor until delivery to the consignee by one or more qualified carrier representatives. In case of accident, fire, or comparable situation involving SECRET shipments, the interest of public safety shall transcend the responsibility to preclude unauthorized access, thereby permitting access by firefighting, demolition, or other emergency personnel as necessary.

(4) General instructions for safeguarding **SECRET shipments** in emergency situations **shall** be promulgated. **These** instructions shall include, but not be limited to, (i) provisions for contacting the nearest military establishment if the SECRET shipment is threatened for any reason, and (ii) provisions for ensuring the maintenance of custody and the prevention of compromise of the SECRET shipment in the event of accident, or arrest arising from a violation of State law, or other comparable situation.

(5) SECRET shipments normally shall be made by through movement from point-of-origin to destination. If time or **distance** does not permit through movements, the carrier **may** make scheduled stopovers, provided the shipment is afforded **constant surveillance** and **observation** by a **qualified** carrier representative.

(6) **When** a SECRET shipment is unloaded from the vehicle during stopovers en route, it shall be under the constant surveillance and observation of a carrier representative or shall be placed in storage in an approved closed area, vault, or **strongroom** as prescribed in the basic Manual. In those cases **in** which the SECRET shipment is placed in storage, the qualified carrier representative responsible for the shipment while in storage shall execute the **DD Form 1907**. Larger pieces of SECRET shipments, such as a missile, may require outside storage. In these instances special protective measures shall be

taken to include constant and continuous surveillance and observation by at least one or more carrier representatives.

(7) Terminals shall maintain complete records or logs of SECRET shipments which pass through. Such a record or log shall indicate the qualified carrier representative responsible for receipt, control, dispatch, and inventory of the material. These records will permit a rapid check on the status of any SECRET shipment when the cargo is delayed or not received by the consignee. In addition, procedures shall be established for prompt notification to the consignor whenever a SECRET shipment is unduly delayed en route.

(8) Closed and **locked** compartments or sealed vehicles shall be used for the transportation of SECRET shipments.

(9) Positive identification of the individuals receiving custody of the shipment and verification of their SECRET security clearances **shall** be required prior to each custody transfer. To assist in such identification, all qualified carrier representatives shall be issued a consecutively numbered identification card which substantially meets the specifications set forth in paragraph 8, of the basic Manual. The clearance status of a person who holds such an identification card shall be verified by the possessing carrier representative **with** the Defense Industrial Security Clearance Office (DISCO), Columbus, Ohio, whenever **there** is doubt as to the validity of the card. **DISCO** telephonic verification numbers are: commercial (614) 238-2265 or Autovon 850-2265.

(10) The following is applicable to air carriers only:

(a) Procedures shall be established for in-flight reporting of irregularities, including flight deviations, so emergency measures can be taken to afford protection of SECRET shipments upon arrival at an alternate airport.

(b) SECRET shipments shall be under constant surveillance while in carrier carts, open cargo pits, or cargo transfer areas. When taken to plane side, the shipment **shall** be loaded in the fuselage cargo area when practical and the compartment shall be secured. The aircraft shall remain under the continuous observation of the carrier representative until the aircraft departs the gate. During the course of transfer between aircraft at transfer points, surveillance **shall** be maintained until the connecting flight has departed from the gate. If shipments are carried on aircraft scheduled to make stops at intermediate points short of final destination, surveillance shall be maintained during the entire time the aircraft is on the ground during such stops. During flight, observation of the **shipment** is not **required** Provided the cargo has been loaded into a compartment **which** is **not** accessible to any unauthorized person aboard. At destination, the shipment

shall be the first unloaded, when practical, and under the constant surveillance of a carrier representative.

(c) Air carriers providing pick-up **and** delivery service by motor vehicle must comply with all applicable security requirements during the motor phase of transport.

(11) The following is applicable to motor carriers only:

(a) In those instances where the vehicle is sealed by the shipper, the seals shall **not** be broken except in case of emergency or upon prior authority of the consignor or consignee. If found broken or if broken for emergency reasons, carrier's seals shall be applied as soon as possible and immediate notification shall **be** furnished both the consignor and the consignee.

(b) Carriers shall establish procedures providing for periodic checks of drivers en route to ensure the safeguarding of SECRET shipments. The records resulting from such procedures shall be subject to inspection by the CSO.

(c) A minimum of two qualified carrier representatives (one or both **may** be drivers) **shall accompany** each "SECRET shipment in order to maintain constant and continuous surveillance at all stops en route and remain within 10 feet of the truck at **all** times.

b. Water and Rail Carriers. SECRET shipments may be **transported** via water or rail **carriers** only when escorted by one or more authorized U.S. Government or DoD contractor personnel (including qualified carrier representatives). When using these modes of transportation the provisions of paragraph **17c(3)** and Appendix IX, basic Manual apply.

9. RECORDS . Unless otherwise noted, the following records **shall be retained** for two years after delivery of SECRET shipments to consignee:

a. A copy of the executed **DD** Form 1907 shall be centrally maintained at each terminal involved in a SECRET shipment. The form shall readily identify the consignor (shipper), consignee (receiver), bill of lading number, date of receipt and dispatch, and carrier representatives (drivers) responsible for the SECRET shipment.

b. Copies of incident reports (including reports of overage, shortage, and damage) shall be centrally maintained by the terminal involved in the incident.

c. ~~Carrier's~~ carrier's periodic reports of shipments en route **prescribed** in 8a(n)(b) above shall be maintained by respective terminal managers.

d. Each terminal administratively involved in the movement of SECRET shipments shall maintain the following employee records (such records may be combined or maintained separately):

(1) A current record of all employees located at the terminal who have been cleared, indicating the name, position, date, and level of clearance.

(2) A list of qualified carrier representatives used or to be used for SECRET shipments who have been issued an identification (ID) card indicating the name of the carrier representative, level and date of clearance, and ID card number assigned.

(3) Appropriate briefing forms.

10. STORAGE

a. Because of the nature and size of SECRET shipments, such shipments shall be safeguarded while in storage in one of the following ways:

(1) If outside storage is necessary, one or more carrier representatives shall at all times maintain constant and direct surveillance of the area where the SECRET shipment is located. The qualified carrier representative must, if necessary due to the size of the shipment, patrol the area around the shipment.

(2) If inside storage is necessary, SECRET shipments must be placed into a DIS approved closed area, vault, or strongroom, as defined in Section IV of the basic Manual, or remain under the constant surveillance of a qualified carrier representative as defined in paragraph 1c of this Supplement.

(3) In any manner that exceeds the protective safeguards in paragraph (1) and (2).

11. SAFEGUARDS EN ROUTE

a. Prior to accepting a SECRET shipment, the carrier representative shall ensure that the materials used for the outer packaging are of sufficient strength and durability to preclude items from breaking out of the container en route, and to facilitate detection of tampering while in transit, as required by paragraph 17a(2)(a), of the basic Manual. If the shipment does not meet this minimum criteria, the carrier shall inform the shipper that Government regulations prohibit the handling of SECRET shipments which are not securely packaged.

b. All carrier representatives shall be thoroughly briefed in their responsibilities. The required briefing shall include administrative actions and notification procedures to be followed in the event of an emergency or route diversion.

c. At all stops en route at least one qualified carrier representative shall maintain constant surveillance over the shipment and be in a position to detect loss or pilferage. The motor vehicle shall not be left unattended en route. See paragraph 8a(n)(c) of this Supplement.

d. Whenever a qualified carrier representative releases custody and control of a SECRET shipment en route or at final destination (except for flight crews or attendants) he or she shall effect a signature on the DD Form 1907, **Shipments shall** not be left at unattended docks nor at a consignee's dock after business hours.

e. Advance arrangements shall be made when airlines are used to ensure that, in case of diversion of the flight, the alternate airport terminal manager shall be notified so that arrangements can be made for temporary guarding of the SECRET shipment by airport security police or similar personnel until other protection can be arranged.

f. As time and circumstances permit, seals or locks shall be checked periodically (including seal numbers) to ensure that breaking or tampering has not occurred.

g. When carrier representatives act as escorts in water or rail movements, the provisions of Appendix 1X, of the basic Manual are applicable.

ANNEX A

DEPARTMENT OF DEFENSE **TRANSPORTATION** SECURITY AGREEMENT
(**DIS** FORM 1149)

This form is prescribed for use by the CSO in obtaining the formal agreement of management of the home office of the commercial carrier to abide by the DoD 5220.22-M, Department of Defense Industrial Security Manual for Safeguarding Classified Information and the Carrier Supplement thereto. Once executed, a **DIS** Form 1149, Transportation Security Agreement continues in effect until terminated by one of the parties thereto, as provided for in Section VI -- Termination, of the form. As long as the **DIS** Form 1149 is in effect, the carrier shall not be required to execute another form unless there is a change in operating name **or** location of the home office or reincorporation. Execution **of** the **DIS** Form 1149 is a **prerequisite** to making an eligibility determination with regard to transportation of **SECRET** shipments. The **CSO** shall retain the original of the **DIS** Form 1149.

SAMPLE

| DEPARTMENT OF DEFENSE TRANSPORTATION SECURITY AGREEMENT | FORM APPROVED OMB NO. 0704-0199 EXP. DATE: MAR 31, 1987 |
|--|---|
| <p>THIS AGREEMENT, entered into this _____ day of _____ 19__</p> <p>by and between THE UNITED STATES OF AMERICA through the Defense Investigative Service acting for the Department of Defense Agencies and other user agencies, (hereinafter called the Government) and</p> <p>(i) the following named corporation: _____</p> <p>_____</p> <p>organized and existing under the laws of the State of _____</p> <p>(ii) a partnership consisting of _____</p> <p>(iii) an individual trading as _____</p> <p>with its principal office and place of business at _____</p> <p>in the City of _____, State of _____ (hereinafter called the Carrier).</p> <p>WITNESSETH THAT:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p>WHEREAS, the Carrier is authorized by law, regulatory body or regulation to transport property; and</p> <p>WHEREAS, the requirement for the Carrier's service has been established by a shipping component; and</p> <p>WHEREAS, Military Traffic Management Command (MTMC) has determined that the Carrier meets current qualification requirements; and</p> <p>WHEREAS, the Government has SECRET material to be transported (hereinafter called SECRET Shipments); and</p> <p>WHEREAS, it is essential that certain security measures be taken by the Carrier prior to, and after, his being accorded custody of SECRET Shipments; and</p> <p>WHEREAS, the parties desire to define and set forth the precautions and specific safeguards to be taken by the Carrier and the Government in order to preserve and maintain the security of the United States through the prevention of improper disclosure of the contents of SECRET Shipments, sabotage, or any other act detrimental to the security of the United States regarding such shipments.</p> <p>NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein contained, the parties hereto agree, as follows:</p> <p style="text-align: center;">SECTION I - SECURITY CONTROLS</p> <p>(A) The carrier agrees to provide and maintain a system of security controls in accordance with the requirements of the Department of Defense Industrial Security Manual for Safeguarding Classified Information and the Carrier Supplement thereto, (hereinafter referred to as the Manual) attached hereto and made a part of this Agreement, subject, however, to any revision of the Manual required by the demands of national security as determined by the Government, notice and copy of which will be furnished to the Carrier.</p> <p>(B) The Carrier agrees to place in effect such security controls, by preparing Standard Practice Procedures such procedures to be consistent with the Manual. The Carrier's Standard Practice Procedures shall be subject to review by</p> </div> <div style="width: 48%;"> <p>the Government. Such procedures are a prerequisite to the granting of facility security clearance.</p> <p>(C) The Carrier agrees to comply with all requirements and conditions set forth in the Manual applicable to the type of transportation being furnished for the movement of SECRET Shipments.</p> <p>(D) The Carrier agrees that he shall not use the services of another business entity, which will involve SECRET Shipments entrusted to the Carrier named herein, without the specific authorization of the Government.</p> <p>(E) The Government agrees that it shall, via shipping order or bill of lading, indicate which shipments require the protection agreed to herein.</p> <p>(F) The Government agrees that if the Carrier meets the requirements of the Manual and this Agreement, it shall be granted authority to transport SECRET Shipments. Such authorization shall be made a matter of record in the files of MTMC and the Defense Investigative Service.</p> <p style="text-align: center;">SECTION II - APPLICABILITY</p> <p>(A) This Agreement applies only to the specific locations of the Carrier which have been authorized by the Government for handling SECRET Shipments and listed on the Appendix hereto.</p> <p>(B) This Agreement does not apply to other Carriers or brokers acting as agents for the Carrier.</p> <p>(C) As a condition to the granting of clearance by the Government to the carrier to receive and transport SECRET Shipments, the carrier shall complete and execute DD Form 441s with necessary attachments thereto if any, as required by the Manual, which form and attachments shall become a part of this Agreement by reference.</p> <p style="text-align: center;">SECTION III - INSPECTION</p> <p>Designated representatives of the Government responsible for inspection shall have the right to inspect at reasonable intervals, the specific locations of the Carrier authorized to handle SECRET Shipments. Such inspection will</p> </div> </div> | |
| {Continue on reverse side,} | |

SAMPLE

| | |
|---|--|
| <p>include the procedures, methods, operating facilities and records utilized by the Carrier in complying with the requirements of the terms and conditions of the Manual. Should the Government, through its authorized representative, determine that the Carrier's security methods, procedures, operating facilities and records do not comply with such requirements, it shall submit a written report to the Carrier named herein advising him of the deficiencies.</p> <p style="text-align: center;">SECTION IV - SUSPENSION</p> <p>The failure of the Carrier to comply with security procedures and requirements set forth in this Agreement shall be deemed grounds for suspending the use of the Carrier for the transportation of SECRET Shipments for the Government.</p> <p style="text-align: center;">SECTION V - MODIFICATION</p> <p>Modification of this security agreement (as distinguished from the Manual which may be modified as indicated in Section I 01 this Agreement) may be made only by written agreement of the parties hereto.</p> <p style="text-align: center;">SECTION VI - TERMINATION</p> <p>This Agreement shall remain in effect until terminated through the giving of thirty (30) days written notice to the other party of intention to terminate, provided, however, notwithstanding any such termination, the terms and conditions of this Agreement shall continue in effect so long as the Carrier has SECRET shipments in his custody or under his control.</p> <p style="text-align: center;">SECTION VII - SECURITY COSTS</p> <p>This Agreement does not obligate Government funds, and the Government shall not be liable for any costs or claims of the Carrier arising out of this Agreement or instructions issued thereunder.</p> | <p>IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written</p> <p style="text-align: center;">THE UNITED STATES OF AMERICA</p> <p>By _____</p> <p style="text-align: center;">(Authorized Representative of the Government)</p> <p>_____</p> <p style="text-align: center;">(Carrier)</p> <p>By _____</p> <p>_____</p> <p style="text-align: center;">(Firm)</p> <p>_____</p> <p style="text-align: center;">(Title)</p> <p>_____</p> <p style="text-align: center;">(Address)</p> <p>WITNESS</p> <p>_____</p> <p>_____</p> <p style="text-align: center;">NOTE: In case of corporation, witnesses not required but certificate below must be completed. Type or print names under all signatures.</p> |
| <p><i>NOTE: Carrier, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.</i></p> | |
| <p>CERTIFICATE</p> | |
| <p>I, _____ certify that I am the _____</p> <p>of the corporation named as Carrier herein; that _____</p> <p>who signed this Agreement on behalf of the Carrier, was then _____</p> <p>of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body; and is within the scope of its corporate powers.</p> | |
| <p>_____ (Corporate Seal)</p> | <p>_____ (Signature)</p> |

ANNEX B

APPENDAGE TO DEPARTMENT OF DEFENSE TRANSPORTATION SECURITY
AGREEMENT
(DIS FORM 1150)

This form shall be used by management of the home office of the carrier to indicate those terminals covered by the DIS Form 1149 Department of Defense Transportation Security Agreement and the DD Form 441s, "Certificate Pertaining to Foreign Interests" Once executed, the home office of the carrier uses the DIS Form 1150, "Appendage to Department of Defense Transportation Security Agreement" to accomplish additions, deletions, or changes in the terminals included in and covered by the DIS Form 1149.

SAMPLE

| | | |
|--|----------------------------------|--|
| APPENDAGE TO DEPARTMENT OF DEFENSE TRANSPORTATION SECURITY AGREEMENT | | FORM APPROVED OMB NO. 0704-0198 EXP. DATE: MAR 31, 1987 |
| It is further agreed, on this _____ day of _____ 19____, by and between the United States of America through the Defense Investigative Service acting for the Department of Defense, hereinafter called the Government, and _____ which has entered into the Transportation Security agreement to which this appendage is made a part that the terminals listed below, owned and/or operated by said carrier are included in and covered by the provisions of the said Transportation Security Agreement, and Certificate Pertaining to Foreign affiliation, DD Form 441s. It is further agreed that the terminals listed below are the only ones which will be used for the transportation of SECRET Shipments. | | |
| NAME OF TERMINAL | NUMBER AND STREET ADDRESS | CITY AND STATE |
| | | |
| CARRIER | | TITLE |
| BY (Authorized Representative of Carrier) | | ADDRESS |

DIS Form 1150, Sep 86 Replaces DIS Form 1150, Jan 81, which is obsolete.

GPO 1987-031

ANNEX C

LETTER OF NOTIFICATION OF FACILITY SECURITY CLEARANCE
FOR A COMMERCIAL CARRIER
(DIS FL-19)

This letter is prescribed for use by a CSO to notify a carrier facility (home office or terminal) that it has been granted a facility security clearance. Letters of notification shall not be duplicated except for essential carrier and Government records, and the fact that a facility security clearance has been granted **shall** not be used for promotional or advertising purposes. This letter shall be reproduced locally by the issuing Cso. Approved letterheads shall be used to indicate the office issuing the letter. A copy of the letter shall be furnished to the Military Traffic Management Command.

SAMPLE

LETTER OF NOTIFICATION OF FACILITY SECURITY CLEARANCE
FOR A COMMERCIAL CARRIER
(Appropriate DIS Letterhead)

Gentlemen:

Reference is made to a request by Military Traffic Management Command (MTMC) that your organization be given, with respect to your facility located at _____, an authorization to transport SECRET material, and in connection therewith a SECRET facility security clearance.

You are hereby advised that with respect to the above named facility, a SECRET security clearance has been granted your organization.

This letter of notification is effective only so long as the Department of Defense Transportation Security Agreement between your organization and the Government is effective. It does not obligate any activity of any User Agencies to do business with or enter into any contract with your organization.

Reproduction of this Letter of Verification in any form, except for necessary record for your organization, or unless requested by competent authority, is not authorized.

The fact that your organization has qualified for and has been granted a facility security, clearance may not be used for advertising or promotional purposes.

As your cognizant security office, we are vitally interested in assisting you in developing a sound security posture. We will conduct periodic reviews of your program to aid you in maintaining proper security safeguards. We are available for guidance or assistance.

Sincerely,

DIS FL-19, Ott 1986

ANNEX D

SIGNATURE AND TALLY RECORD (DD **Form** 1907)

This form is prescribed for use by the Commander, Military Traffic Management Command (**MTMC**) to identify each person accepting custody of classified or protected material requiring Transportation Protective Service (**TPS**) during transit.

