

Agreement
between
the Austrian Federal Government
and
the Government of the Republic of Finland
on
Mutual Protection of Classified Information

The Austrian Federal Government and the Government of the Republic of Finland, hereinafter referred to as “the Parties”,

in order to protect Classified Information related especially to foreign affairs, defence, security, police or scientific, industrial and technological matters and exchanged directly between the Parties, or legal entities or individuals that handle Classified Information under the jurisdiction of the Parties,

have agreed as follows:

Article 1

Purpose and scope of application

The purpose of this Agreement is to ensure the protection of Classified Information that is exchanged or generated in the process of co-operation between the Parties.

Article 2

Definitions

For the purposes of this Agreement:

- a) *Classified Information* means any information, document or material of whatever form, nature or method of transmission provided by one Party to the other Party and to which a security classification level has been applied and which has been marked in accordance with the national laws and regulations of either Party, in order to ensure protection against a Breach of Security as defined in paragraph f) of this Article, as well as any information, document or material that has been generated on the basis of such Classified Information and marked accordingly;
- b) *Classified Contract* means any contract or sub-contract, which contains or involves Classified Information;
- c) *Originating Party* means the Party which provides Classified Information or under whose authority Classified Information is generated;
- d) *Recipient* means the Party, as well as any legal entity or individual under its jurisdiction, to which the Classified Information is provided by the Originating Party;
- e) *Competent Security Authority* means a National Security Authority, a Designated Security Authority or any other competent body authorised in accordance with the national laws and regulations of the Parties, which is responsible for the implementation of this Agreement, as specified in Article 3;
- f) *Breach of Security* means an act or an omission contrary to national laws and regulations of either Party which may lead to the loss or compromise of Classified Information;
- g) *Security Clearance* means a positive determination following a vetting procedure to ascertain the eligibility of a legal entity (*Facility Security Clearance*, FSC) or individual (*Personnel Security Clearance*, PSC) to have access to and to handle Classified Information on a certain level in accordance with the national laws and regulations;
- h) *Third Party* means any State that is not a Party to this Agreement or any legal entity or individual that is not under the jurisdiction of either Party.

Article 3

Competent Security Authorities

1. The National Security Authorities (NSAs) responsible for the general implementation of this Agreement are:

<u>In the Republic of Austria</u>	<u>In the Republic of Finland:</u>
<i>Federal Chancellery Information Security Commission (NSA) AUSTRIA</i>	<i>Ministry for Foreign Affairs National Security Authority (NSA) FINLAND</i>

2. The Parties shall notify each other through diplomatic channels of other Competent Security Authorities which are responsible for the implementation of this Agreement, as well as any subsequent changes thereof. Such notifications shall also include contact information on the NSAs and the other Competent Security Authorities.

Article 4

Security classifications

1. Any Classified Information provided under this Agreement shall be marked with the appropriate security classification level in accordance with the national laws and regulations of the Parties.

2. The classification levels shall correspond to one another as follows:

The Republic of Austria	The Republic of Finland	English translation
STRENG GEHEIM	ERITTÄIN SALAINEN or YTTERST HEMLIG	“top secret”
GEHEIM	SALAINEN or HEMLIG	“secret”

VERTRAULICH	LUOTTAMUKSELLINEN or KONFIDENTIELL	“confidential”
EINGESCHRÄNKT	KÄYTTÖ RAJOITETTU or BEGRÄNSAD TILLGÅNG	“restricted”

3. The Recipient shall ensure that classifications are not altered or revoked, except as authorised in writing by the Originating Party. The Originating Party shall inform the Recipient without delay about any alteration or revocation of the security classification level of the transmitted Classified Information.

Article 5

Protection of Classified Information

1. The Parties shall take all appropriate measures to protect Classified Information referred to in this Agreement and shall provide for the necessary control of this protection. They shall afford such information at least the same protection as they afford to their own information at the corresponding classification level in accordance with their national laws and regulations.

2. The Parties shall not provide access to Classified Information to Third Parties without the prior written consent of the Originating Party.

3. Access to Classified Information shall be limited to individuals who have a need-to-know and who, in accordance with the national laws and regulations, have been security cleared and authorised to have access to such information as well as briefed on their responsibilities for the protection of Classified Information.

4. A Personnel Security Clearance is not required for access to Classified Information at the KÄYTTÖ RAJOITETTU / BEGRÄNSAD TILLGÅNG or EINGESCHRÄNKT level.

5. Classified Information shall be used solely for the purpose for which it has been provided.

6. Within the scope of this Agreement, each Party shall recognize the Security Clearances issued by the other Party.

Article 6

Classified Contracts

1. Upon request, the Competent Security Authority of the Recipient shall inform the Competent Security Authority of the Originating Party whether a proposed contractor participating in precontract negotiations or in the implementation of a Classified Contract has been issued an appropriate Security Clearance corresponding to the required security classification level. If the contractor does not hold such a Security Clearance, the Competent Security Authority of the Originating Party may request that the contractor be security cleared by the Competent Security Authority of the Recipient.

2. In the case of an open tender the Competent Security Authority of the Recipient may provide the Competent Security Authority of the Originating Party with the relevant Security Clearance certificates without a formal request.

3. A Facility Security Clearance is not required for Classified Contracts at KÄYTTÖ RAJOITETTU / BEGRÄNSAD TILLGÅNG or EINGESCHRÄNKT level.

4. To allow adequate security supervision and control, a Classified Contract shall contain appropriate security provisions as specified in Annex 1, including a security classification guide. A copy of the security provisions shall be forwarded by the Competent Security Authority of the Originating Party to the Competent Security Authority of the Recipient.

5. Sub-contractors shall be subject to the same security requirements, including due certifications, as the contractor which concluded the Classified Contract.

Article 7

Transmission of Classified Information

1. Classified Information shall be transmitted between the Parties through secured government-to-government channels or as otherwise agreed between their Competent Security Authorities. Receipt of Classified Information marked LUOTTAMUKSELLINEN/KONFIDENTIELL or VERTRAULICH and above shall be acknowledged in writing.

2. Classified Information shall be transmitted between the Parties electronically only by secure means agreed between the Competent Security Authorities.

Article 8

Translation, reproduction and destruction of Classified Information

1. All reproductions and translations of Classified Information shall bear appropriate security classification markings and be protected as the original Classified Information. The translations and the number of reproductions shall be limited to the minimum required for an official purpose.

2. All translations shall contain a suitable annotation, in the language of translation, indicating that they contain Classified Information of the Originating Party.

3. Classified Information marked ERITTÄIN SALAINEN / YTTERST HEMLIG or STRENG GEHEIM shall be translated or reproduced only upon the written consent of the Originating Party.

4. Classified Information marked ERITTÄIN SALAINEN / YTTERST HEMLIG or STRENG GEHEIM shall not be destroyed without the prior written consent of the Originating Party. It shall be returned to the Originating Party after it is no longer considered necessary by the Parties.

5. Classified Information marked SALAINEN/HEMLIG or GEHEIM or with a lower classification level under Article 4, shall be destroyed after it is no longer considered necessary by the Recipient, in accordance with its national laws and regulations.

6. If a crisis situation makes it impossible to protect Classified Information provided under this Agreement, the Classified Information shall be destroyed immediately. The Recipient shall notify the Competent Security Authority of the Originating Party about the destruction of the Classified Information as soon as possible.

Article 9

Visits

1. Visits entailing access to Classified Information at LUOTTAMUKSELLINEN/KONFIDENTIELL or VERTRAULICH or above require prior written permission from the Competent Security Authority of the host Party. Visitors shall only be allowed access where they have been:

- a) authorised by the Competent Security Authority of the sending Party to conduct the required visit or visits, and
- b) granted an appropriate Personnel Security Clearance.

2. The relevant Competent Security Authority of the requesting Party shall notify the relevant Competent Security Authority of the host Party of the planned visit in accordance with the provisions laid down in this Article, and shall make sure that the latter receives the request for visit at least 14 days before the visit takes place. In urgent cases the Competent Security Authorities may agree on a shorter period. The request for visit shall contain the information specified in Annex 2 to this Agreement.

3. The validity of authorisations for recurring visits shall not exceed twelve (12) months.

Article 10

Security co-operation

1. In order to implement this Agreement the National Security Authorities shall notify each other of their relevant national laws and regulations regarding the protection of Classified Information as well as of any subsequent amendments thereto.

2. In order to ensure close co-operation in the implementation of this Agreement the Competent Security Authorities shall consult each other. They shall provide each other with information about their national security standards, procedures and practices for the protection of Classified Information and any substantial changes thereof. To this aim the Competent Security Authorities may visit each other.

3. The Competent Security Authorities may also visit each other in order to discuss the implementation of the measures adopted by a contractor for the protection of Classified Information involved in a Classified Contract.

4. On request, Competent Security Authorities shall, in accordance with the national laws and regulations, assist each other in carrying out Security Clearance procedures.

5. The National Security Authorities shall promptly inform each other about changes of Security Clearance certificates falling under this Agreement.

Article 11

Breach of Security

1. Each Party shall immediately notify the other Party in writing of any suspected or discovered Breach of Security of Classified Information falling under this Agreement.

2. The Party with jurisdiction shall investigate suspected or discovered Breach of Security without delay. The other Party shall, if required, co-operate in the investigation.

3. The Party with jurisdiction shall undertake all possible appropriate measures in accordance with its national laws and regulations so as to limit the consequences of breaches referred to in Paragraph 1 of this Article and to prevent further breaches. The other Party shall be informed of the outcome of the investigation and of the measures undertaken.

Article 12

Costs

Each Party shall bear its own costs incurred in the course of implementing its obligations under this Agreement.

Article 13

Resolution of disputes

Any dispute between the Parties on the interpretation or application of this Agreement shall be resolved exclusively by means of consultations between the Parties.

Article 14

Final provisions

1. The Parties shall notify each other of the completion of the national measures necessary for the entry into force of this Agreement. The Agreement shall enter into force on the first day of the second month following the receipt of the later notification.

2. This Agreement shall be in force until further notice. The Agreement may be amended by the mutual, written consent of the Parties. Either Party may propose amendments to this Agreement at any time. If one Party so proposes, the Parties shall begin consultations on amending the Agreement.

3. Either Party may terminate this Agreement by written notification delivered to the other Party through diplomatic channels, observing a period of notice of six (6) months. If the Agreement is terminated, any Classified Information already provided and any Classified Information arising under the Agreement shall be handled in accordance with the provisions of the Agreement for as long as necessary for the protection of the Classified Information.

In witness whereof the duly authorised representatives of the Parties have signed this Agreement,

in [...] on the ...the day of Month, 20...

in two originals, in the German, Finnish and English languages, each text being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

For the the Austrian Federal Government For Government of the Republic of Finland

Annex 1
Classified Contracts

Classified Contracts referred to in Article 6 of this Agreement shall contain the following information:

1. procedure entitling a user to handle Classified Information;
2. laws and regulations forming the base for the use of Classified Information;
3. classification level required;
4. limitations on the use of Classified Information;
5. modalities of transmission of Classified Information;
6. modalities of handling Classified Information;
7. marking of Classified Information and practical consequences thereof;
8. specifications of the persons, including sub-contractors, entitled to receive Classified Information and the conditions therefor;
9. requirements for the period of protecting Classified Information;
10. procedure for destroying or returning Classified Information.

Annex 2
Request for visit

Requests for visit referred to in Article 9 of this Agreement shall be made in English and contain the following information:

1. the visitor's family name, first name, place and date of birth and nationality, the visitor's position, with a specification of the employer which the visitor represents, a specification of the project in which the visitor participates, and the visitor's passport number or other identity document number;
2. confirmation of Personnel Security Clearance of the visitor in accordance with the purpose of the visit;
3. the purpose of the visit or visits, including the highest level of Classified Information to be involved;
4. the expected date and duration of the requested visit or visits. In the case of recurring visits the total period covered by the visits shall be stated, when possible;
5. the name, address, other contact information and point of contact of the establishment or facility to be visited, previous contacts and any other information useful for determining the justification for the visit or visits;
6. the date, signature and stamp/seal of the sending Competent Security Authority.