AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF ESTONIA

AND

THE SWISS FEDERAL COUNCIL

CONCERNING

THE EXCHANGE OF CLASSIFIED INFORMATION

PREAMBLE

The Government of the Republic of Estonia and the Swiss Federal Council (hereinafter referred to as: “the Parties”),

wishing to ensure the protection of Classified Information exchanged or created in the course of their defence and military cooperation,

have agreed as follows:

ARTICLE 1
PURPOSE

The purpose of this Agreement is to protect Classified Information exchanged or created in the course of defence and military cooperation between the Parties or between legal entities or individuals under their jurisdiction.

ARTICLE 2
DEFINITIONS

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 accordingly under national laws and regulations, as well as any information, document or material that has been created in the course of the cooperation between the Parties or on the basis of the above-mentioned Classified Information and marked accordingly;

b) "National Security Authority" means the Governmental Authority of each Party responsible for the implementation and supervision of this Agreement;

c) "Originating Party" means the Party creating the Classified Information;

d) "Recipient Party" means the Party to which the Classified Information is transmitted;

e) "Contractor" means an individual or a legal entity possessing the legal capacity to undertake contracts;

f) "Classified Contract" means a contract which contains or involves access to Classified Information;

g) “Security Clearance” (Personnel Security Clearance [PSC] or Facility Security Clearance [FSC]) means an administrative determination that, from a security viewpoint, an individual or a legal entity is eligible for access to Classified Information, in accordance with national laws and regulations;

h) "Third Party" means a state, international organization or any other entity that is not a Party to this Agreement;

i) “Need-to-know” means the necessity to have access to specific Classified Information in connection with official duties and for the performance of a specific task.

ARTICLE 3
SECURITY CLASSIFICATION

1. Classified Information will be classified in one of the following security classification categories and its equivalents will be as follows:

IN SWITZERLAND	Corresponding English term	**IN ESTONIA**
Not applicable	***TOP SECRET***	***TÄIESTI SALAJANE***
GEHEIM/SECRET/ SEGRETO	***SECRET***	***SALAJANE***
VERTRAULICH/ CONFIDENTIEL/ CONFIDENZIALE	***CONFIDENTIAL***	***KONFIDENTSIAALNE***
INTERN/ INTERNE/ AD USO INTERNO	***RESTRICTED***	***PIIRATUD***

2. Classified Information received or generated by one of the Parties will be granted protection in accordance with the equivalent security classification level, as stated in paragraph 1 of this Article.

3. The Recipient Party shall ensure that classifications are not altered or revoked, except as authorised in writing by the Originating Party.

4. The Parties shall refrain from disclosure of any kind of Classified Information, created or exchanged under this Agreement. Without derogating from the above, any disclosure of Classified Information governed by this Agreement by either Party shall require prior written consent of the other Party.

5. For the exchange of Estonian information classified as TÄIESTI SALAJANE Switzerland shall apply protection measures not less stringent than those used to protect information classified as GEHEIM/SECRET/SEGRETO and shall apply additional protection measures as requested by Estonia.

ARTICLE 4
NATIONAL SECURITY AUTHORITIES

1. Each Party will designate a duly authorised National Security Authority, which will supervise the implementation of this Agreement in all aspects.

   (a) In the Swiss Confederation:
   The Federal Department of Defence, Civil Protection & Sport (DDPS) – Directorate for Information and Physical Security (DIPS).

   (b) In the Republic of Estonia:
   The National Security Authority Department, Estonian Information Board.

2. The Parties shall inform each other through diplomatic channels of any subsequent modification of their National Security Authorities.

ARTICLE 5
PROTECTION OF CLASSIFIED INFORMATION

1. Access to Classified Information shall be limited to individuals who have a Need-to-Know and who, in accordance with national laws and regulations,

have been security cleared or authorised to have access to such information as well as briefed on their responsibilities for the protection of Classified Information.

2. The Originating Party shall:

a) Ensure that released Classified Information is marked with an appropriate national security classification marking according to Article 3 paragraph 1;

b) Inform the Recipient Party of any conditions of release or limitations on the use of the Classified Information, as applicable;

c) Inform the Recipient Party of any subsequent changes in classifications and declassifications.

3 The Recipient Party shall:

a) Afford to all Classified Information received from the other Party the same degree of security protection that is afforded to Classified Information of an equivalent classification originated by the Recipient Party, in accordance with its national laws and regulations;

b) Ensure that Classified Information is marked with its own classification in accordance with Article 3 paragraph 1 above;

c) Ensure that the classifications are not altered, except as authorised in writing by the Originating Party;

d) Return the information to the Originating Party, or destroy the information in accordance with the procedures of the Recipient Party for the destruction of Classified Information, when the information is no longer required;

e) Not pass or disclose any Classified Information received under the provisions of this Agreement to a Third Party, without the prior written permission of the Originating Party.

ARTICLE 6
REPRODUCTION, TRANSLATION AND DESTRUCTION OF CLASSIFIED INFORMATION

1. Reproductions and translations of Classified Information transmitted under this Agreement shall bear appropriate security classification markings and shall be protected as the originals.

2. Translations of Classified Information transmitted under this Agreement shall bear a note in the language of translation indicating that they contain Classified Information of the Originating Party.

3. Classified Information transmitted under this Agreement marked GEHEIM/SECRET/ SEGRETO or TÄIESTI SALAJANE shall be translated or reproduced only upon the prior written consent of the Originating Party.

4. Classified Information shall be destroyed in accordance with the national laws and regulations of the Recipient Party in a verifiable way and in a manner that does not permit a full or partial reconstruction.

5. Classified Information transmitted under this Agreement marked TÄIESTI SALAJANE shall not be destroyed and shall be returned to the Originating Party.

6. In case of a crisis situation in which it is impossible to protect or return Classified Information it shall be destroyed immediately. The Recipient Party shall inform the National Security Authority of the Originating Party about this destruction without delay.

ARTICLE 7
METHODS OF TRANSMISSION OF CLASSIFIED INFORMATION

1. Classified Information shall be transmitted in accordance with the national laws and regulations of the Originating Party through governmental channels or as otherwise agreed between the National Security Authorities.

2. The Parties may transmit Classified Information by electronic means in accordance with the security procedures agreed by the National Security Authorities.

ARTICLE 8
VISITS

1. Visits involving access to Classified Information require prior written authorisation from the National Security Authority of the host Party.

2. The National Security Authority of the visiting Party shall submit a Request for Visit to the National Security Authority of the host Party at least three weeks prior to the planned visit. In case of special needs, authorisation of the visit will be granted as soon as possible, subject to prior coordination.

3. A Request for Visit shall include at least the following data:

   a) name of the visitor, date and place of birth, nationality and passport/ID-card number;
   b) official position of the visitor and the name of the entity represented by the visitor;
   c) PSC of the visitor;
   d) planned date of visit;
   e) purpose of the visit;
   f) names of persons, entities and facilities requested to be visited in the host country.

4. The visit authorisation can be granted for a specific period of time, as necessary for a specific project. Multiple visit authorisations will be granted for a period not exceeding 12 months.

ARTICLE 9
CLASSIFIED CONTRACTS

1. Upon request, the National Security Authority of the Recipient Party shall inform the National Security Authority of the Originating Party whether a proposed contractor of the Recipient Party has been issued a national FSC corresponding to the required security classification level. If the contractor does not hold a FSC, the National Security Authority of the Originating Party may request that the contractor be security cleared by the National Security Authority of the Recipient Party.

2. To allow adequate security supervision and control a Classified Contract shall contain appropriate security provisions, including a classification guide. A copy of the security provisions shall be forwarded to the National Security Authority of the Party under whose jurisdiction the contract is to be performed.

3. Representatives of the National Security Authorities of the Parties may visit each other upon request in order to analyse the efficiency of the measures adopted by a contractor for the protection of Classified Information involved in a Classified Contract.

ARTICLE 10
BREACH OF SECURITY

1. Each Party shall immediately notify the other Party of any suspected or discovered breach of security of Classified Information.

2. Each Party shall, within the limits of the international law and its domestic jurisdiction, investigate the incident without delay. The other Party shall, if required, co-operate in the investigation of the Party with jurisdiction.

3. Each Party shall, within the limits of the international law and its domestic jurisdiction, undertake all possible appropriate measures under 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 11
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 and not be referred to a national or international tribunal or third party for resolution.

ARTICLE 12
COSTS

The Parties shall bear their own expenses incurred in the course of the application of this Agreement.

ARTICLE 13
FINAL PROVISIONS

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

2. This Agreement shall be in force until further notice and 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 this 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 months. If this Agreement is terminated, any Classified Information already exchanged or created under this Agreement shall be handled in accordance with the provisions of this Agreement for as long as necessary for the protection of Classified Information.

IN WITNESS WHEREOF, the undersigned, duly authorised thereto, have signed this Agreement.

Done in duplicate in Tallinn on 14. November 2017 in the Estonian, German and English languages, each text being equally authentic. In case of different interpretations the English text shall prevail.

For the Government of the Republic of Estonia	**For the Swiss Federal Council**
Estonian Information Board	Head Directorate for Information
National Security Authority Department	Security and Facility Protection
Jaanus Rankla	Ferdinand Kobelt