

# **AGREEMENT BETWEEN THE REPUBLIC OF ESTONIA AND THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND CONCERNING THE PROTECTION OF CLASSIFIED INFORMATION**

The Republic of Estonia and the United Kingdom of Great Britain and Northern Ireland (“the United Kingdom”; referred to jointly as the “Parties” or individually as a “Party”), wishing to ensure the protection of Classified Information generated by and/or exchanged between the Parties, or Contractors in either Estonia or the United Kingdom, have, in the interests of national security, established the following Agreement.

## **ARTICLE 1**

### **Purpose**

1. The purpose of this Agreement is to ensure the protection of Classified Information generated by Estonia, the United Kingdom, or jointly by the Parties, which has been provided by one Party to the other, exchanged between a Party and a Contractor under the jurisdiction of the other Party, or between Contractors under the respective Parties’ different jurisdictions, in accordance with national laws and regulations. The Agreement sets out the security procedures and arrangements for such protection.
2. Nothing in this Agreement shall be interpreted as binding a Party in respect of Classified Information that is exclusively its own.

## **ARTICLE 2**

### **Definitions**

For the purposes of this Agreement:

- a) **“Classified Information”** means any information or assets of whatever form, nature or method of transmission determined by a Party, or both Parties for jointly generated information or assets, to require protection against unauthorised access, disclosure, misappropriation, loss or compromise.
- b) **“Classified Contract”** means a contract, or pre-contractual negotiations, which contains Classified Information or which involves access to, or the generation, use or transmission of Classified Information.
- c) **“Competent Security Authority” (CSA)** means a Government authority of a Party which is responsible for ensuring the implementation and supervision of the provisions set out in this Agreement. A CSA may also undertake some of the responsibilities of a National Security Authority.
- d) **“Contractor”** means any natural or legal person with the capacity to enter into contracts, other than a Party to this Agreement.

- e) **“Facility”** means an installation, plant, factory, laboratory, office, university or other educational institution or commercial undertaking (including any associated warehouses, storage areas, utilities and components which when related by function and location, form an operating entity), and any government department, agency or establishment.
- f) **“Facility Security Clearance”** (FSC) means a determination by a National Security Authority or CSA of a Party that a Contractor under its jurisdiction has in place appropriate security measures within a specified Facility to protect Classified Information up to and including a particular Security Classification Level in accordance with its national laws and regulations.
- g) **“National Security Authority”** (NSA) means the Government authority of a Party with ultimate responsibility for the security of Classified Information in accordance with the provisions of this Agreement and the national laws and regulations that apply to that authority. A NSA may also undertake some of the responsibilities of a CSA.
- h) **“Need to Know”** means the necessity for an individual to have access to Classified Information in connection with official duties and/or for the performance of a specific task.
- i) **“Personnel Security Clearance”** (PSC) means a determination by a NSA or CSA that, following an investigation, an individual has been authorised to access and handle Classified Information up to and including a particular Security Classification Level in accordance with its national laws and regulations.
- j) **“Originating Party”** means the Party that provides its Classified Information to the Receiving Party under this Agreement.
- k) **“Receiving Party”** means the Party that receives Classified Information from the Originating Party under this Agreement.
- l) **“Security Aspects Letter”** (SAL) means a document associated with a Classified Contract that identifies each part of that Classified Contract which contains Classified Information.
- m) **“Security Classification Level”** means a category assigned to Classified Information which indicates its sensitivity, the degree of damage that might arise in the event of unauthorised access or disclosure, or misappropriation, loss or compromise and the level of protection to be applied to it by the Parties.
- n) **“Security Incident”** means an act or omission contrary to national laws and regulations which results in the unauthorised access to, disclosure, misappropriation, loss or compromise of Classified Information which is protected under this Agreement.

- o) **“Third Party”** means any natural or legal person who is neither bound to act in accordance with this Agreement nor is subject to a Classified Contract.

### **ARTICLE 3**

#### **Security Authorities**

1. The NSAs designated by the Parties are:

<b>For the Republic of Estonia</b>	<b>For the United Kingdom of Great Britain and Northern Ireland</b>
National Security Authority Estonian Foreign Intelligence Service	UK National Security Authority Cabinet Office

2. Each NSA shall notify the other NSA in writing of the relevant CSAs in their country before this Agreement enters into force.
3. Each NSA shall notify the other NSA in writing of any significant changes to their respective NSA or CSAs.

### **ARTICLE 4**

#### **Security Classification Levels**

1. Any Classified Information provided in written form under this Agreement shall be marked with the appropriate Security Classification Level according to the national laws and regulations of the Originating Party.
2. The Parties agree that the Security Classification Levels shall correspond to one another as follows:

<b>For the Republic of Estonia</b>	<b>For the United Kingdom of Great Britain and Northern Ireland</b>
TÄIESTI SALAJANE	UK TOP SECRET
SALAJANE	UK SECRET
KONFIDENTSIAALNE	No equivalent (see paragraph 3 of this Article)
PIIRATUD (see paragraph 5 of this Article)	UK OFFICIAL-SENSITIVE (see paragraph 4 of this Article)

3. The United Kingdom shall afford Classified Information at the level of KONFIDENTSIAALNE the same degree of protection as it would for Classified Information at the level of UK SECRET.

4. Estonia shall afford Classified Information at the UK OFFICIAL-SENSITIVE level a degree of protection no less stringent than it would for Classified Information at the level of PIIRATUD, subject to paragraph 7 of Article 8 of this Agreement.

5. The United Kingdom shall afford Classified Information at the PIIRATUD level the same degree of protection as it would for Classified Information at the level of UK OFFICIAL-SENSITIVE. This shall be augmented by the security measures required for the international RESTRICTED level, as set out in the security policy of the United Kingdom.

## **ARTICLE 5**

### **Security Measures**

1. The Parties shall take all appropriate measures applicable under their national laws and regulations to protect Classified Information.

2. The Originating Party shall ensure that the Receiving Party, or the Contractor to which it is providing the Classified Information, including where this is provided orally, is informed of:

- a) the Security Classification Level of the Classified Information provided and, if appropriate, any conditions of release or limitations on its use; and
- b) any subsequent change in the Security Classification Level of the Classified Information.

3. When the Originating Party provides Classified Information to the Receiving Party, the Receiving Party shall:

- a) afford such Classified Information the same degree of protection as it affords its own Classified Information at the corresponding Security Classification Level (as set out in Article 4 of this Agreement);
- b) ensure that the Security Classification Levels assigned to Classified Information are not altered or revoked, except with the prior written authorisation of the Originating Party;
- c) ensure that such Classified Information is used solely for the purpose for which it has been provided (unless the Originating Party expressly consents in writing to a further or different specified use); and
- d) subject to Article 7 of this Agreement and applicable national laws and regulations, not disclose such Classified Information to a Third Party or make

such Classified Information available to the public without the prior written approval of the Originating Party.

4. In order to achieve and maintain comparable standards of security, each NSA shall, on request, provide the other with appropriate information about its national security policies, standards, procedures and practices for safeguarding Classified Information, and may for this purpose facilitate visits by representatives of the other Party as appropriate.

5. Each NSA shall notify the other about any significant change to their national laws and regulations which substantially affects the protection of Classified Information exchanged under this Agreement.

## **ARTICLE 6**

### **Access to Classified Information**

1. Access to Classified Information shall be limited to individuals who have a Need to Know and who have been appropriately briefed on their responsibilities and obligations to protect Classified Information.

2. Access to Classified Information at the UK TOP SECRET, TÄIESTI SALAJANE, UK SECRET, SALAJANE or KONFIDENTSIAALNE levels shall be limited to individuals who have been granted an appropriate PSC. As an exception, certain individuals may be allowed access to Classified Information by virtue of their function or as otherwise permitted under their respective national laws and regulations.

3. Access to Classified Information at the UK TOP SECRET or TÄIESTI SALAJANE level by an individual who has been authorised to access Classified Information to that level, in accordance with paragraph 2 of this Article, and holding single Estonian or British nationality, or dual Estonian and British nationality, may be granted without the prior written approval of the Originating Party.

4. Access to Classified Information at the UK TOP SECRET or TÄIESTI SALAJANE level by an individual who has been authorised to access Classified Information to that level, in accordance with paragraph 2 of this Article, and not holding the nationalities as set out in paragraph 3 of this Article shall require the prior written approval of the Originating Party.

5. Access to Classified Information at the UK SECRET, SALAJANE or KONFIDENTSIAALNE levels by an individual who has been authorised to access Classified Information to at least that level, in accordance with paragraph 2 of this Article, and holding single Estonian or British nationality, or holding dual nationality where at least one part is Estonian or British, may be granted without the prior written approval of the Originating Party.

6. Access to Classified Information at the UK SECRET, SALAJANE or KONFIDENTSIAALNE levels by an individual who has been authorised to access Classified Information to at least that level, in accordance with paragraph 2 of this Article,

and not holding the nationalities as set out in paragraph 5 of this Article shall require the prior written approval of the Originating Party.

7. A PSC is not required for access to Classified Information at the UK OFFICIAL-SENSITIVE or PIIRATUD level.

## **ARTICLE 7**

### **Disclosure of Classified Information**

1. Within the scope of its national laws and regulations the Receiving Party shall take all reasonable steps available to prevent Classified Information being made available to the public or being disclosed to a Third Party.

2. If there is any request to make any Classified Information available to the public or for disclosure to a Third Party the NSA of the Receiving Party shall immediately notify the NSA of the Originating Party in writing, and both Parties shall consult each other in writing before a disclosure decision is taken by the Receiving Party.

## **ARTICLE 8**

### **Transmission of Classified information**

1. If a Party wishes to transmit Classified Information at the UK TOP SECRET or TÄIESTI SALAJANE level in physical form it shall make arrangements for the Classified Information to be transmitted to the territory of the Receiving Party (or to the territory of the recipient Contractor) through diplomatic channels.

2. If a Party wishes to transmit Classified Information at the UK SECRET, SALAJANE or KONFIDENTSIAALNE levels in physical form it shall make arrangements for the Classified Information to be transmitted to the territory of the Receiving Party (or to the territory of the recipient Contractor) through diplomatic channels or through other means agreed upon by the NSAs or relevant CSAs.

3. Where required by the Originating Party the Receiving Party (or recipient Contractor) shall confirm in writing the receipt of Classified Information marked UK TOP SECRET, TÄIESTI SALAJANE, UK SECRET, SALAJANE or KONFIDENTSIAALNE. To facilitate this, the Originating Party shall include with the Classified Information a receipt for signature by the Receiving Party to be returned to the Originating Party by a specified date.

4. If a Party wishes to transmit Classified Information at the UK OFFICIAL-SENSITIVE or PIIRATUD level in physical form it may be transmitted to the territory of the Receiving Party (or to the territory of the recipient Contractor) by international postal services, by commercial courier companies, by authorised personal hand carriage or through diplomatic channels.

5. If a Party wishes to transport a large volume of Classified Information in physical form as freight it shall first ensure that the means of transport, the route and any escort requirements have been mutually agreed in advance by the NSAs or relevant CSAs of both Parties, and that these details are set out in a transportation plan. This paragraph does not apply to transports at the UK OFFICIAL-SENSITIVE or PIIRATUD level.
6. If a Party wishes to transmit Classified Information electronically it shall provide it in encrypted form using cryptographic methods and means mutually accepted by the Parties.
7. If the United Kingdom (or a Contractor under its jurisdiction) wishes to transmit Classified Information electronically at the UK OFFICIAL-SENSITIVE level to Estonia it may exceptionally do so in clear text provided suitable cryptographic methods and means are not available and if permitted by the relevant UK CSA. Any Classified Information marked UK OFFICIAL-SENSITIVE that is transmitted by the United Kingdom (or a Contractor under its jurisdiction) in clear text shall fall under the Estonian Public Information Act and, notwithstanding paragraph 3(a) of Article 5 of this Agreement, shall be considered to be equivalent to Estonian information marked FOR OFFICIAL USE ONLY and protected accordingly.
8. This Agreement does not limit the right of the CSAs of the Parties to exchange Classified Information directly with each other in accordance with national laws and regulations.

## **ARTICLE 9**

### **Translation, Reproduction and Destruction of Classified Information**

1. Translations and reproductions of Classified Information shall retain the security classification marking which was applied to the original and be protected accordingly. Such translations and reproductions shall be limited to the minimum required for an official purpose, and shall be made only by individuals who have access to Classified Information in accordance with Article 6 of this Agreement.
2. Translations shall contain a suitable annotation, in the language into which they have been translated, indicating that they contain Classified Information of the other Party.
3. Classified Information marked UK TOP SECRET or TÄIESTI SALAJANE shall not be translated or reproduced by the Receiving Party without the prior written approval of the Originating Party.
4. When no longer required, Classified Information that is protected under this Agreement shall be destroyed in accordance with the standards and methods which the Receiving Party would be required to apply to its Classified Information at the equivalent Security Classification Level.
5. If a crisis situation makes it impossible to safeguard Classified Information protected under this Agreement then it shall be destroyed using any appropriate means as soon as is practicable in order to avoid a Security Incident. The Receiving Party shall notify the NSA

or relevant CSA of the Originating Party in writing if Classified Information has been destroyed in a crisis situation.

6. The Originating Party may prohibit the translation, reproduction or destruction of Classified Information by giving it an appropriate marking, attaching a written notice or providing handling instructions to the Receiving Party.

## **ARTICLE 10**

### **Security Co-operation**

1. The NSA and CSAs of a Party shall, where necessary and in accordance with their national laws and regulations, provide assistance and cooperation to the NSA or CSAs of the other Party in the process of issuing FSCs and PSCs.

2. When a Party, whether on behalf of itself or a Contractor, requests the issue of a FSC or requires confirmation of an existing FSC relating to a Facility of a Contractor under the jurisdiction of the other Party, its NSA or CSA shall submit a formal written request to the NSA or relevant CSA of that Party, providing at least the following information:

- a) Name of the Contractor;
- b) Address of the Contractor;
- c) Identifying details of the relevant Contractor Facility;
- d) Reason for the request and the FSC level required; and
- e) Contact details of the requesting NSA or CSA (including a named individual and their position).

3. When a Party, whether on behalf of itself or a Contractor, requests the issue of a PSC or requires confirmation of an existing PSC relating to an individual believed to have been granted by the other Party, the NSA or CSA of the Party requesting the issue or requiring confirmation shall submit a formal written request to the NSA or relevant CSA of that Party, providing at least the following information:

- a) Full name of the individual;
- b) Date and place of birth of the individual;
- c) Nationality or nationalities of the individual;
- d) Name of the organisation or Contractor which employs the individual;
- e) Reason for the request and the PSC level required; and
- f) Contact details of the requesting NSA or CSA (including a named individual and their position).



4. On receipt of a request submitted in accordance with paragraphs 2 or 3 of this Article, the NSA or CSA receiving the request shall provide the requesting NSA or CSA with details of the relevant FSC or PSC, the date of expiry of the FSC or PSC and the Security Classification Level of the Classified Information to which the respective clearance permits access.

5. Either NSA or CSA may, on providing a valid reason, request the NSA or a CSA of the other Party to undertake a review of any FSC or PSC it has issued. On completion of such a review, the NSA or CSA which undertook the review shall notify the requesting NSA or CSA of the results.

6. If, in accordance with its national laws and regulations, a NSA or CSA withdraws or downgrades a FSC or PSC issued to a Contractor or individual for which or for whom a confirmation has been provided, they shall notify the NSA or CSA of the other Party in writing as soon as is practicable.

## **ARTICLE 11**

### **Classified Contracts**

1. If a Party intends to enter into a Classified Contract involving Classified Information at the UK TOP SECRET, TÄIESTI SALAJANE, UK SECRET, SALAJANE or KONFIDENTSIAALNE levels with a Contractor under the jurisdiction of the other Party, the NSA or CSA of the Party proposing the Classified Contract shall first obtain written confirmation from the NSA or CSA of the other Party, in accordance with Article 10 of this Agreement, that the Contractor and its relevant personnel have been granted respectively a FSC or PSC to at least the appropriate Security Classification Level.

2. The NSA or CSA which has granted a FSC or PSC shall be responsible, in accordance with its national laws and regulations, for monitoring the security conduct of the Contractor to which, or individual to whom it applies.

3. Unless mutually agreed between the Parties, and subject to paragraph 4 of this Article, a Party entering or proposing to enter into a Classified Contract involving Classified Information at the UK TOP SECRET, TÄIESTI SALAJANE, UK SECRET, SALAJANE or KONFIDENTSIAALNE levels shall ensure that the Contractor is legally obliged to afford the other Party's Classified Information received the same degree of protection as the Receiving Party is required to afford it under this Agreement.

4. A Party shall ensure that a Classified Contract involving Classified Information at the UK TOP SECRET, TÄIESTI SALAJANE, UK SECRET, SALAJANE or KONFIDENTSIAALNE levels includes the following provisions:

- a) A reference to this Agreement, the definition of the term "Classified Information" set out in Article 2 of this Agreement and the table of corresponding Security Classification Levels of the Parties as set out in Article 4 of this Agreement;

- b) That Classified Information generated and/or provided as a consequence of the Classified Contract shall be protected by the Contractor in accordance with the applicable national laws and regulations of the Party;
- c) That the Contractor shall handle any Classified Information of the other Party (including where this is generated by the Contractor) in the same way as the Receiving Party is required to in paragraph 3 of Article 5 of this Agreement;
- d) That, in accordance with the requirements of Article 6 of this Agreement, the Contractor shall disclose Classified Information only to individuals who have a Need to Know, have been granted access to Classified Information in accordance with national laws and regulations, have been briefed on their responsibilities and have been charged with the performance of any tasks or duties in relation to the Classified Contract;
- e) That, unless required by applicable national laws and regulations, the Contractor shall not disclose, or permit the disclosure of, Classified Information relating to the Classified Contract to a Third Party or make it available to the public without the prior written approval of the Originating Party;
- f) That, if the Contractor receives any request to disclose to a Third Party any Classified Information provided as a result of the Classified Contract, or a request to make such information available to the public, the Contractor shall immediately notify their NSA or CSA responsible for overseeing the Classified Contract in writing;
- g) That Classified Information relating to the Classified Contract is to be used solely for the purpose for which it has been provided, or as further expressly authorised in writing by the Originating Party;
- h) The channels to be used for the transmission of Classified Information, which shall be in accordance with Article 8 of this Agreement;
- i) The procedures for the translation, reproduction and destruction of Classified Information, which shall be in accordance with Article 9 of this Agreement;
- j) That, where relevant, the Facility of the Contractor which will hold Classified Information has been granted an appropriate FSC;
- k) That the Contractor shall provide the NSA or CSA responsible for overseeing the Classified Contract with information about its security policies, standards, procedures and practices for safeguarding Classified Information and shall for this purpose facilitate visits to its premises by the representatives of the NSA or CSA responsible for overseeing the Classified Contract;
- l) Details of the procedures for the approval of visits. Where the visit concerns access to Classified Information at the UK TOP SECRET, TÄIESTI SALAJANE, UK SECRET, SALAJANE or KONFIDENTSIAALNE levels the Contractor shall be required to submit a request to the NSA or CSA with

responsibility for overseeing the Classified Contract in order to enable that NSA or CSA to submit a request for visit in accordance with Article 12 of this Agreement;

- m) A requirement that the Contractor shall immediately notify the NSA or CSA with responsibility for overseeing the safeguarding of Classified Information related to the Classified Contract of any actual or suspected Security Incident relating to the Classified Contract and take all reasonable steps to assist in mitigating the effects of such a Security Incident;
- n) Details of the procedures and mechanisms for communicating changes that may arise in respect of the Classified Information (including changes in its Security Classification Level) or where protection is no longer necessary; and
- o) That should a Contractor sub-contract all or part of the Classified Contract, that Contractor shall include substantially the same provisions as set out in this Article (including this paragraph) in all sub-contracts which involve access to Classified Information provided or generated under this Agreement.

5. Classified Contracts involving Classified Information at the UK TOP SECRET, TÄIESTI SALAJANE, UK SECRET, SALAJANE or KONFIDENTSIAALNE levels shall be supported by a SAL which identifies the security requirements and/or classified aspects of the Classified Contract.

6. The Party awarding or authorising the award of a Classified Contract involving Classified Information at the UK TOP SECRET, TÄIESTI SALAJANE, UK SECRET, SALAJANE or KONFIDENTSIAALNE levels shall pass a copy of the SAL to the NSA or relevant CSA of the Party responsible for facilitating the security monitoring of the Classified Contract.

7. Paragraphs 1 to 6 of this Article do not apply to Classified Contracts that are limited to Classified Information at the UK OFFICIAL-SENSITIVE or PIIRATUD level. A Party entering or proposing to enter into a Classified Contract which is limited to Classified Information at this Security Classification Level shall ensure that the Contractor or prospective Contractor is legally obliged to afford the other Party's Classified Information the same level of protection as the Receiving Party is required to afford it under this Agreement.

## **ARTICLE 12**

### **Visits**

1. If a Government official of a Party is required to visit a government Facility which is under the jurisdiction of the other Party, and this visit will or may involve access to Classified Information at the UK TOP SECRET, TÄIESTI SALAJANE, UK SECRET, SALAJANE or KONFIDENTSIAALNE levels, the visitor shall ensure that details of their authorisation to access Classified Information are provided to the host prior to the visit.

2. If a Government official of a Party is required to visit a Facility of a Contractor which has been issued a FSC by the other Party and this visit will or may involve access to Classified Information at the UK TOP SECRET, TÄIESTI SALAJANE, UK SECRET, SALAJANE or KONFIDENTSIAALNE levels, the procedure as set out in paragraphs 3 to 5 of this Article shall be followed.

3. For visits described in paragraph 2 of this Article, a request for visit shall be submitted by the NSA or CSA of the proposed visitor to the NSA or CSA of the host Facility at least 20 working days in advance of the proposed visit (or as otherwise agreed between the NSAs or relevant CSAs). The request for visit shall include at least the following information:

- a) Visitor's full name, date and place of birth, nationality or nationalities, passport (or other relevant identity document) number;
- b) Official job title of the visitor, the name of the organisation the visitor represents and, if applicable, a description of the Classified Contract/programme in which they are participating and which is the subject of the visit;
- c) 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;
- d) Purpose of the visit(s) and subject(s) to be discussed;
- e) Name, address, telephone number and e-mail address of the point of contact of the Facility to be visited;
- f) The anticipated Security Classification Level of the Classified Information to be discussed or accessed;
- g) Confirmation of the level and date of expiry of the visitor's PSC or a statement confirming their authorisation to access Classified Information in accordance with the exception in paragraph 2 of Article 6; and
- h) A dated signature of a representative of the visitor's NSA or CSA. The representative must not be the same person as the visitor.

4. Visits shall only take place when the request for visit (as described in paragraph 3 of this Article) has been authorised by the NSA or CSA of the host Facility.

5. For specific Classified Contracts and programmes it may be possible, subject to the prior approval of the NSAs or relevant CSAs of both Parties, to establish a recurring visitor list. Such a list allows individuals to visit a specified Facility more than once without further written authorisation. Such a list shall be valid for a period not exceeding twelve months (from the date of authorisation) and may be extended for further periods of time subject to the mutual approval of the NSAs or relevant CSAs. Recurring visitor lists shall be submitted and authorised in accordance with paragraphs 3 and 4 of this Article. Once such a list has been authorised, visit arrangements may be determined directly between the visitor and host Facility without the further involvement of the NSAs or CSAs.

6. The NSAs or CSAs of both Parties may mutually determine and agree that alternative visit procedures to those described in paragraphs 3 to 5 of this Article may be adopted for specific Classified Contracts or programmes. Any alternative visit procedures shall be agreed by the NSAs or CSAs in writing.

7. Visits relating solely to accessing Classified Information at the UK OFFICIAL-SENSITIVE or PIIRATUD level shall be arranged directly between the visitor and the host Facility to be visited without the involvement of the NSAs or CSAs.

8. Whilst the United Kingdom shall afford Classified Information at the level of KONFIDENTSIAALNE the same degree of protection as it would UK SECRET, as provided for in paragraph 3 of Article 4, should a visitor with a KONFIDENTSIAALNE level PSC issued by Estonia require access to KONFIDENTSIAALNE Classified Information at a Facility of the United Kingdom, the United Kingdom shall permit access to this information provided the visitor also has a Need to Know.

## **ARTICLE 13**

### **Security Incidents**

1. Subject to paragraph 2 of this Article, any suspected Security Incident occurring in the territory of a Party, or at a Facility for which a Party is responsible (including that Party's diplomatic mission), shall be investigated immediately by that Party.

2. If a Security Incident is confirmed by the investigating Party, that Party shall take appropriate measures according to its applicable national laws and regulations to limit the consequences of the incident and prevent a recurrence.

3. If a Security Incident has resulted in the compromise of Classified Information the NSA or CSA of the Party in whose territory the incident occurred, or the NSA or CSA of the Party responsible for the Facility, shall inform the other NSA or CSA of the outcome of the investigation in writing as soon as is practicable.

## **ARTICLE 14**

### **Costs**

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

## **ARTICLE 15**

### **Resolution of Disputes**

Any dispute or disagreement between the Parties on the interpretation or application of this Agreement, or any other dispute or disagreement arising out of this Agreement, shall be resolved exclusively by means of consultation between the Parties without recourse to outside jurisdiction.

## **ARTICLE 16**

### **Protection of UK CONFIDENTIAL and UK RESTRICTED Classified Information**

1. Unless the United Kingdom has notified Estonia in writing that it has downgraded or declassified the information, Estonia shall afford any UK CONFIDENTIAL Classified Information that was provided prior to the entry into force of this Agreement the same degree of protection as Classified Information at the KONFIDENTSIAALNE level.
2. Unless the United Kingdom has notified Estonia in writing that it has declassified the information Estonia shall afford any UK RESTRICTED Classified Information that was provided prior to the entry into force of this Agreement the same degree of protection as Classified Information at the PIIRATUD level. If UK RESTRICTED Classified Information is transmitted to Estonia in clear text it shall be considered to be equivalent to Estonian information marked FOR OFFICIAL USE ONLY and protected accordingly.

## **ARTICLE 17**

### **Final Provisions**

1. Each Party shall notify the other Party through diplomatic channels once the national measures necessary for entry into force of this Agreement have been completed. This Agreement shall enter into force on the first day of the second month following the receipt of the later notification.
2. This Agreement may be amended with the mutual, written consent of the Parties at any time. Agreed amendments shall enter into force in accordance with paragraph 1 of this Article.
3. The NSAs or CSAs of the Parties may conclude implementing arrangements pursuant to this Agreement.
4. This Agreement shall remain in force until further notice. A Party may terminate this Agreement by written notification delivered to the other Party through diplomatic channels, the termination taking effect six months after such notification is received. If this Agreement is terminated, any Classified Information already generated and/or provided under this Agreement shall be protected by the Parties in accordance with this Agreement for as long as it remains classified.

5. After the entry into force of this Agreement, the Party in whose territory the Agreement is concluded shall take immediate measures to have this Agreement registered by the Secretariat of the United Nations in accordance with Article 102 of the UN Charter. That Party shall notify the other Party of the registration and of the registration number in the UN Treaty Series as soon as the UN Secretariat has issued it.

6. Upon the entry into force of this Agreement, the Memorandum of Understanding between the Government of the Republic of Estonia and the Government of Great Britain and Northern Ireland concerning the Protection of Classified Defence Information, signed on 4 February 2004, shall be terminated. Any Classified Information generated and/or provided previously under that Memorandum of Understanding shall be protected in accordance with the provisions of this Agreement.

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

In Tallinn on the 11<sup>th</sup> day of March, 2021 in two original copies, in the Estonian and English languages, both texts being equally authentic.

**For the Republic of Estonia:**

**For the United Kingdom of Great  
Britain and Northern Ireland:**

Eva-Maria Liimets

Dominic Raab