

**AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF ESTONIA  
AND  
THE GOVERNMENT OF THE KINGDOM OF NORWAY  
ON  
THE EXCHANGE AND MUTUAL PROTECTION  
OF CLASSIFIED INFORMATION**

The Government of the Republic of Estonia and the Government of the Kingdom of Norway (hereinafter referred to as *the Parties*),

realizing that good co-operation may require exchange of Classified Information between the Parties,

desiring to establish a set of rules regulating the mutual protection of Classified Information exchanged or created in the course of the co-operation between the Parties,

in order to safeguard Classified Information exchanged directly or through legal entities or individuals under the jurisdiction of either Party, that in accordance with national laws and regulations are authorized to handle Classified Information,

have agreed as follows:

**ARTICLE 1  
APPLICABILITY**

(1) The objective of this Agreement is to ensure protection of Classified Information that is exchanged or created in the process of co-operation between the Parties or between legal entities or individuals under their jurisdiction.

(2) This Agreement shall govern any activity and be applicable to any contract or agreement between the Parties or between legal entities or individuals under their jurisdiction involving Classified Information.

(3) This Agreement may not be invoked by either Party to obtain Classified Information.

**ARTICLE 2  
DEFINITIONS**

For the purposes of this Agreement,

a) “Classified Information” means any information, regardless of its form, designated as such in accordance with the national laws and regulations of either Party in order to ensure protection against unauthorized disclosure, misappropriation or loss;

- b) “Security Classification Level” means a category, which, in accordance with the national laws and regulations, characterises the level of restriction of access to Classified Information and the minimum level of its protection by the Parties;
- c) “National Security Authority” means the state authority responsible for the application and supervision of this Agreement;
- d) “Competent Authority” means the National Security Authority or any other state authority, which, under national laws and regulations, is responsible for the implementation of this Agreement;
- e) “Originating Party” means the Party that has created the Classified Information;
- f) “Receiving Party” means the Party to which Classified Information of the Originating Party is transmitted;
- g) “Need-to-know” means the necessity to have access to specific Classified Information in the scope of an official position and for the performance of a specific task;
- h) “Third Party” means any state, international organization, legal entity or individual, which is not a party to this Agreement;
- i) “Personnel Security Clearance” means the determination by a Competent Authority that an individual is eligible to have access to Classified Information in accordance with the national laws and regulations;
- j) “Contractor” means a legal entity or an individual possessing the legal capacity to conclude contracts;
- k) “Facility Security Clearance” means the determination by a Competent Authority that a Contractor has the physical and organizational capability to meet the conditions for safe treatment of Classified Information in accordance with the national laws and regulations;
- l) “Classified Contract” means a contract or subcontract between a Contractor from one Party and a Contractor from the other Party, the implementation of which requires access to Classified Information or its creation.

### **ARTICLE 3 EQUIVALENCE OF SECURITY CLASSIFICATION LEVELS**

(1) The Parties agree that the following Security Classification Levels are equivalent:

Republic of Estonia:	Kingdom of Norway:	Corresponding English expression:
TÄIESTI SALAJANE	STRENGT HEMMELIG	TOP SECRET
SALAJANE	HEMMELIG	SECRET
KONFIDENTSIAALNE	KONFIDENSIELT	CONFIDENTIAL
PIIRATUD	BEGRENSET	RESTRICTED

(2) The Security Classification Level shall only be altered or revoked with the prior written consent of the Originating Party. The Originating Party shall inform the Receiving Party without delay about any alteration or revocation of the Security Classification Level of the transmitted Classified Information.

#### **ARTICLE 4 MARKING**

(1) Classified Information to be transmitted shall be marked by the Originating Party according to the appropriate Security Classification Level.

(2) Classified Information created, reproduced or translated under this Agreement shall also be marked.

#### **ARTICLE 5 PRINCIPLES OF THE PROTECTION OF CLASSIFIED INFORMATION**

(1) The Parties shall in accordance with national laws and regulations take all appropriate measures to ensure the protection of the Classified Information, which is exchanged or created under this Agreement.

(2) The Parties shall afford transmitted or created Classified Information at least the same level of protection as they afford their own Classified Information of the equivalent Security Classification Level.

(3) The Receiving Party shall use Classified Information only for the purpose it has been transmitted for.

(4) The Receiving Party shall not make Classified Information accessible to a Third Party without the prior written consent of the Competent Authority of the Originating Party.

#### **ARTICLE 6 ACCESS TO CLASSIFIED INFORMATION**

(1) Access to Classified Information of the other Party shall only be granted to a person who is authorized in accordance with the national laws and regulations to have access to Classified Information of the equivalent Security Classification Level and who has a "Need-to-know".

(2) Each Party shall recognize the Personnel Security Clearances issued by the other Party regarding co-operation within the framework of this Agreement.

(3) The Competent Authorities shall assist each other upon request and in accordance with the national laws and regulations in carrying out vetting procedures.

(4) Within the scope of this Agreement, the Competent Authorities shall inform each other without delay about any alteration with regard to Personnel Security Clearances.

(5) Upon request of the Competent Authority of the Originating Party, the Competent Authority of the Receiving Party shall issue a written confirmation that an individual has the right to access Classified Information.

## **ARTICLE 7 FACILITY SECURITY CLEARANCES**

(1) Each Party shall recognize the Facility Security Clearances issued by the other Party.

(2) Upon request of the National Security Authority of the Originating Party, the National Security Authority of the Receiving Party shall on the level KONFIDENTSIAALNE / KONFIDENSIELT / CONFIDENTIAL or above issue a written confirmation that a valid Facility Security Clearance has been issued or the relevant proceedings have been initiated.

(3) Within the scope of this Agreement, the National Security Authorities shall inform each other without delay about any alteration with regard to Facility Security Clearances.

## **ARTICLE 8 CLASSIFIED CONTRACTS**

(1) In the event that a Party or legal entity or individual under its jurisdiction awards a Classified Contract for performance within the territory of the other Party, a prior written assurance from the National Security Authority of the other Party that the respective Contractor holds a Facility Security Clearance of the appropriate level shall be obtained.

(2) The Contractor shall submit information about potential sub-contractors for approval to the National Security Authority, in whose territory the work is to be performed.

(3) A Classified Contract shall contain provisions on the security requirements and on the Security Classification Level of the information to be transmitted or created, reflecting the terms of this Agreement.

(4) The Contractor's obligations to protect the Classified Information shall refer, at least, to the following:

a) strict adherence to the provisions of this Agreement related to the procedures for handling of Classified Information;

b) use of Classified Information under the Classified Contract only for the purposes related to the subject of the contract;

c) release of Classified Information exclusively to a person who is authorized in accordance with national laws and regulations to have access to Classified Information of the equivalent Security Classification Level and who has a "Need-to-know";

d) transmission of Classified Information by the means in accordance with this Agreement;

e) the Contractor's obligation to notify its Competent Authority of any breach of security related to the Classified Contract;

f) release of Classified Information related to the Classified Contract to any Third Party only with the written consent of the Originating Party;

g) returning or destruction of Classified Information when the contractual obligations are completed.

(5) The Contractor shall forward a copy of the provisions on the security requirements of any Classified Contract to the National Security Authority in whose territory the work is to be performed.

(6) The National Security Authority in whose territory the work is to be performed shall ensure that every person having access to Classified Information is informed of the responsibilities to protect the Classified Information, and carry out periodic security inspections.

## **ARTICLE 9 TRANSMISSION**

(1) Classified Information shall be transmitted through diplomatic channels or any other channels as agreed upon between the National Security Authorities in accordance with the national laws and regulations. The receipt of Classified Information shall be acknowledged in writing.

(2) Classified Information may be transmitted by electronic means in accordance with the security procedures approved by the National Security Authorities.

(3) If necessary, the intelligence, security and police services of the Parties may, in accordance with national laws and regulations, exchange operative and intelligence information directly with each other.

## **ARTICLE 10 REPRODUCTION**

(1) The reproduction, including translation, of Classified Information may be restricted or excluded by the Originating Party.

(2) Classified Information marked as SALAJANE / HEMMELIG / SECRET and above shall be reproduced only with the written consent of the Originating Party.

(3) Reproductions shall be protected in the same way as originals.

## **ARTICLE 11 DESTRUCTION**

(1) Classified Information shall be destroyed in accordance with national laws and regulations.

(2) Classified Information marked as TÄIESTI SALAJANE / STRENGT HEMMELIG / TOP SECRET shall not be destroyed. It shall be returned to the Originating Party.

(3) In case of a crisis situation in which it is impossible to protect or return Classified Information it shall be destroyed immediately. The Receiving Party shall inform the National Security Authority of the Originating Party about this destruction as soon as possible.

## **ARTICLE 12 VISITS**

(1) Visits that involve access to Classified Information shall be allowed only with the prior written permission of the Competent Authority of the host Party. The permission shall be granted only to persons authorized in accordance with the national laws and regulations of either Party to have access to Classified Information of relevant Security Classification Level.

(2) Requests for visits shall normally be submitted to the Competent Authority of the host Party at least ten working days prior to the visit, in urgent cases within a shorter period. The Competent Authorities shall inform each other about the details of the visit and ensure the protection of personal data of the visitor.

(3) Requests for visits shall be made in English and shall state in particular the following:

- a) purpose and proposed date and duration of the visit;
- b) first name and family name, date and place of birth, citizenship and passport or ID card number of the visitor;
- c) position of the visitor and name of the institution represented;
- d) validity and level of the Personnel Security Clearance of the visitor;
- e) name, address, phone and fax number, e-mail address and point of contact of the institutions to be visited;
- f) date of the request and the official stamp of the Competent Authority.

## **ARTICLE 13 BREACH OF SECURITY**

(1) In the event of a suspected or established unauthorized disclosure, misappropriation or loss of Classified Information, the Competent Authority of the Receiving Party shall immediately inform the National Security Authority of the Originating Party in writing.

(2) Violations of the provisions on the protection of Classified Information shall be investigated and prosecuted in accordance with national laws and regulations. The Parties shall assist each other upon request.

(3) The Parties shall inform each other about the result of the investigations and the measures taken.

#### **ARTICLE 14 EXPENSES**

Each Party shall bear its own expenses incurred in the course of the implementation of this Agreement.

#### **ARTICLE 15 COMPETENT AUTHORITIES**

(1) The National Security Authorities of the Parties are the following:

In the Republic of Estonia:

Riigi julgeoleku volitatud esindaja osakond  
Kaitseministeerium

In the Kingdom of Norway:

Nasjonal sikkerhetsmyndighet

(2) The Parties shall notify each other through diplomatic channels of any subsequent changes of their National Security Authorities.

(3) The National Security Authorities shall notify each other of any other Competent Authority that is responsible for the implementation of this Agreement.

#### **ARTICLE 16 CONSULTATIONS**

The National Security Authorities shall inform each other of their national laws and regulations on the protection of Classified Information and any significant amendments thereto.

#### **ARTICLE 17 SETTLEMENT OF DISPUTES**

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

#### **ARTICLE 18 FINAL PROVISIONS**

(1) This Agreement is concluded for an indefinite period of time and shall enter into force on the first day of the second month following the day on which the Parties have notified each other of the completion of the national legal procedures necessary for the entry into force of this Agreement.

(2) This Agreement may be amended by written mutual consent of both Parties. The amendments shall enter into force in accordance with paragraph 1.

(3) Each Party may terminate this Agreement through diplomatic channels at any time. In such a case, the Agreement shall expire six months after the receipt of the termination notice by the other Party. In the case of termination, Classified Information transmitted or created within the application of this Agreement shall continue to be protected under the provisions of this Agreement.

(4) On the date of entry into force of this Agreement the Bilateral Security Agreement between the Government of the Republic of Estonia and the Government of the Kingdom of Norway, done in Oslo on 1 November 2000, is terminated.

Done in Tallinn on this 25<sup>th</sup> day of September 2014 in two originals in the English language.

Sven Mikser  
For the Government of  
the Republic of Estonia:

Ine Marie Eriksen Søreide  
For the Government of  
the Kingdom of Norway: