AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF LITHUANIA

AND

THE GOVERNMENT OF THE GRAND DUCHY OF LUXEMBOURG

ON EXCHANGE AND MUTUAL PROTECTION OF CLASSIFIED INFORMATION

The Government of the Republic of Lithuania and the Government of the Grand Duchy of Luxembourg (hereinafter referred together as the "Parties" or individually as the "Party"),

wishing to further develop and strengthen their political, economic, technological and military co-operation,

desiring to promote mutual trust and confidence,

realizing that effective 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 generated in the course of the cooperation between the Parties,

have agreed as follows:

Article 1
Objective and scope

(1) The objective of this Agreement is to ensure protection of Classified Information (as defined below) that is exchanged or created in the process of co-operation between the Parties and to establish specific rules and procedures governing its mutual protection.

(2) This Agreement shall be applicable to any activities, contracts or agreements involving Classified Information, that will be conducted or concluded between the Parties in future or have been conducted or concluded until entering into force of this Agreement.

Article 2
Definitions

For the purpose of this Agreement:

(1) **"Breach of Security"** means any act or an omission contrary to the national laws and regulations in force or this Agreement, the result of which may lead to disclosure, loss, destruction, misappropriation or any other type of compromise of Classified Information.

(2) **"Classified Contract"** means a contract, a sub-contract or a project, the implementation of which requires access to or generation of Classified Information.

(3) **"Classified Information"** means the information, regardless of the form, nature or method of transfer, whether prepared or being prepared and which in the interest of national security and in accordance with the national laws and regulations, requires protection against Breach of security and has been so designated by a security classification level.

(4) **"Competent Authority"** means any state authority except National Security Authority, which in accordance with national laws and regulations in force is responsible for the implementation of delegated tasks under this Agreement.

(5) **"Contractor"** means an individual or a legal entity possessing the legal capacity to conclude a Classified Contract under the provisions of this Agreement.

(6) **"Facility Security Clearance"** means a positive determination of the National Security Authority or Competent Authority in the form of a document that confirms that a Contractor is authorized to execute actions related to the use of Classified Information up to a certain security classification level in accordance with national laws and regulations.

(7) **"National Security Authority"** means the national authority which in accordance with national laws and regulations is responsible for the supervision of the implementation of this Agreement. Such authorities are listed in Article 5 of this Agreement.

(8) **"Need-to-know" principle"** means the necessity to have access to Classified Information in connection with official duties and/or for the performance of a concrete official task.

(9) **"Originating Party"** means the Party, including any entity which provides Classified Information, in accordance with national laws and regulations.

(10) **"Personnel Security Clearance"** means a positive determination of the National Security Authority or Competent Authority in the form of a document which confirms the loyalty and trustworthiness of an individual as well as other security aspects in accordance with national laws and regulations, which grants an access to Classified Information up to a certain security classification level.

(11) **"Receiving Party"** means the Party, including any entity under its jurisdiction, to which Classified Information of the Originating Party is transmitted, in accordance with national laws and regulations.

(12) **"Third Party"** means any state, including any public or private entities, international organization, legal entity, or individual which is not a Party to this Agreement.

Article 3

Security Classifications

(1) The Parties agree that the following Security Classifications are equivalent and correspond to one another as follows:

For the Republic of Lithuania	Equivalent in English	For the Grand Duchy of Luxembourg
VISIŠKAI SLAPTAI	TOP SECRET	TRES SECRET LUX
SLAPTAI	SECRET	SECRET LUX
KONFIDENCIALIAI	CONFIDENTIAL	CONFIDENTIEL LUX
RIBOTO NAUDOJIMO	RESTRICTED	RESTREINT LUX

(2) The Receiving Party shall mark the received Classified Information with its own equivalent security classification marking. The Receiving Party shall not declassify received Classified Information or alter its Security Classification level without the prior written consent of the Originating Party.

(3) The Originating Party shall inform in writing the Receiving Party of any changes in classification of the exchanged information without delay.

Article 4

Protection of Classified Information

(1) In compliance with their national laws and regulations in force, the Parties shall implement all appropriate measures for the protection of Classified Information, which is commonly generated or exchanged under this Agreement. At least the same level of protection shall be assigned to such Classified Information as is provided for the national Classified Information of the equivalent corresponding security classification marking as laid down in Article 3.

(2) Access to Classified Information shall be granted only to persons on a Need-to-Know basis who are authorized in accordance with the national laws and regulations in force to have access to Classified Information of the equivalent Security Classification Level.

(3) The Receiving Party is obligated:

a) not to disclose Classified Information to a Third Party without a prior written consent of the National Security Authority of the Originating Party;

b) not to use Classified Information for other purposes than those it has been provided for;

c) to guarantee the private rights such as patent rights, copyrights or trade secrets that are involved in Classified Information.

(4) The Parties mutually recognize the Personnel Security Clearance and Facility Security Clearance Certificates, released in accordance with the national laws and regulations in force.

(5) Within the scope of this Agreement, the National Security Authorities shall inform each other without delay about revocation of Personnel and Facility Security Clearances or the alteration of the security classification level.

(6) If any other Agreement concluded between the Parties contains stricter regulations regarding the exchange or protection of Classified Information, these regulations shall apply.

Article 5

National Security Authorities

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

For the Republic of Lithuania	For the Grand Duchy of Luxembourg
Commission for secrets protection co-ordination	Service de renseignement de l'État Autorité nationale de sécurité

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

(3) Upon request, the National Security Authorities shall inform each other of the national laws and regulations in force regulating the protection of Classified Information and/or any significant amendments thereto.

(4) Upon request the National Security Authorities shall notify each other about Competent Authorities that are responsible for the implementation of delegated tasks under this Agreement.

(5) In order to ensure close co-operation in the implementation of the present Agreement, the National Security Authorities may hold consultations at the request made by one of them.

(6) In order to achieve and maintain comparable standards of security, the National Security Authorities shall, on request, provide each other with information about the security standards, procedures and practices for protection of Classified Information employed by the respective Party.

(7) The respective National Security Authorities may conclude implementing arrangements on the basis of this Agreement.

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

(9) Within the scope of this Agreement, the National Security Authorities shall inform each other without delay about any alteration with regard to Personnel Security Clearances or Facility Security Clearances, in particular about their revocation or alteration of the classification level.

Article 6

Transfer of Classified Information

(1) As a rule, Classified Information shall be transferred by means of diplomatic or military couriers or by other means approved in advance by the Competent Authorities of the Parties. The Receiving Party shall confirm in writing the receipt of Classified Information marked SLAPTAI/SECRET LUX/SECRET and above.

(2) Classified Information may be transmitted via protected telecommunication systems, networks or other electromagnetic means approved in accordance with national laws and regulations in force and holding a duly issued certificate.

(3) Other approved means of transfer of Classified Information may only be used if agreed upon between the National Security Authorities of the Parties.

Article 7

Translation, reproduction, destruction of Classified Information

(1) Classified Information marked SLAPTAI/SECRET LUX/SECRET and above shall be translated or reproduced only by written permission of the Originating Party.

(2) All translations of Classified Information shall be made by individuals who hold an appropriate Personnel Security Clearance. Such translation shall bear all original security classification markings.

(3) When Classified Information is reproduced, all original classification markings and additional handling instructions thereon shall also be reproduced or marked on each copy. Such reproduced Classified Information shall be placed under the same control as the original Classified Information. The number of copies shall be limited to that required for official purposes.

(4) Classified Information marked SLAPTAI/SECRET LUX/SECRET and below may be destroyed after it is no longer needed in accordance with national laws and regulations in force. The Classified Information shall be destroyed as to prevent its reconstruction in whole or in part. The copy of the report on destruction of such Classified Information shall be delivered to the Originating Party.

(5) Classified Information marked VISIŠKAI SLAPTAI/ TRES SECRET LUX/TOP SECRET shall not be destroyed. As a rule, it shall be returned to the Originating Party.

(6) In case of emergency, which makes it impossible to protect and return Classified Information generated or transferred according to the present Agreement, the Classified Information shall be destroyed immediately. The Receiving Party shall notify the Originating Party on destruction of such Classified Information as soon as possible.

Article 8

Classified Contracts

(1) Classified Contracts shall be concluded and implemented in accordance with national laws and regulations of each Party. Upon request the National Security Authority of each Party shall furnish information whether a proposed Contractor and its respective employees has been issued an appropriate security clearance, corresponding to the security classification of the Classified Information to be handled. If the proposed Contractor or its respective employees does not hold an appropriate security clearance, the National Security Authority may request for that Contractor or its respective employees to be security cleared. An appropriate security clearance shall be issued to the Contractor or its respective employees before the Classified Contract is concluded.

(2) The National Security Authority of the Party in which the Classified Contract is to be performed, shall assume the responsibility for prescribing and administering security measures for the Classified Contract under the same standards and requirements that govern the protection of its own Classified Contracts.

(3) Security instructions shall be an integral part of each Classified Contract. These security instructions shall include the following aspects:

a) security classification levels of the information that will be generated in the course of Classified Contract, and list of Classified Information that will be transmitted to the Contractor;

b) an obligation that the Contractor shall disclose the Classified Information only to a person who is authorized in accordance with the national laws and regulations in force to have access to Classified Information of the equivalent security classification level, who has a "Need-to-know" and who is employed or engaged in the carrying out of the Classified Contract;

c) procedure for the communication of changes in the classification of information;

d) communication channels and means for transmission of Classified Information;

e) an obligation to use the Classified Information under the Classified Contract only for the purposes related to the subject matter of the Classified Contract;

f) strict adherence to the procedures for destruction of the Classified Information;

g) an obligation to notify any actual or suspected Breach of security;

h) the procedure for the approval of visits or inspection to facilities of the Contractor.

(4) Copy of the Project Security Instruction of any Classified Contract shall be forwarded to the National Security Authority of the Party where the classified contract is to be performed to allow adequate security supervision and control.

(5) Upon request, for contracts involving Classified Information RIBOTO NAUDOJIMO/RESTREINT LUX/RESTRICTED no Facility Security Clearance will be issued. The National Security Authority of each Party shall furnish information in writing declaring whether a proposed Contractor meets the national requirements for protection of Classified Information marked RIBOTO NAUDOJIMO/RESTREINT LUX/RESTRICTED.

Article 9
Visits

(1) Visits that require access to Classified Information shall be allowed only with a written permission issued by the National Security Authority or Competent Authority of the Party to be visited.

(2) As a rule, the request for visit shall be sent at least two weeks before the visit.

(3) The request for visit shall contain the following information:

a) visitors first and last names, date and place of birth, passport or identification document number;

b) citizenship of the visitor;

c) position title of the visitor and name of the organization he represents;

d) certification of Personnel Security Clearance of the visitor, its level and validity;

e) purpose, proposed working program and planned date of the visit;

f) names and points of contacts of the organizations and facilities requested to be visited.

(4) Each Party shall guarantee protection of personal data of the visitors, according to the national laws and regulations in force.

(5) National Security Authorities or Competent Authorities may draw up lists of personnel authorized to make multiple visits in respect of any particular project or program in accordance with the terms and conditions commonly agreed.

Article 10

Breach of Security

(1) In case of a Breach of Security, the National Security Authority of the Party in which a Breach of Security occurred shall inform the National Security Authority of the other Party immediately and shall ensure the appropriate investigation. The other Party shall, if required, cooperate in the investigation.

(2) The other Party shall be informed of the results of the investigation and shall receive the final report on the reasons and extent of damage caused.

Article 11

Costs

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

Article 12

Settlement of Disputes

Any dispute regarding the interpretation or application of this Agreement shall be exclusively settled through consultations between the Parties.

Article 13

Final Provisions

(1) This Agreement is concluded for an indefinite period of time.

(2) The present Agreement shall enter into force on the first day following the receipt of the last notification, in writing and through diplomatic channels, stating that all the national legal requirements of both Parties necessary to that effect have been fulfilled.

(3) This Agreement may be amended on the basis of mutual written consent by both Parties. Such amendments are integral part of this Agreement and shall enter into force in accordance with Paragraph 2 of this Article.

(4) Each Party may terminate this Agreement through diplomatic channels by written notice forwarded to the other Party. The termination shall enter into force six months after the date of receipt of the notification. In such case, all exchanged classified information shall be returned to the Originating Party. If the exchanged Classified Information could not be returned, it shall continue to be protected in accordance with the provisions of this Agreement, until the Originating Party dispenses the Receiving Party from this obligation.

DONE at Brussels, on the 7th of December 2020, in two original copies, each in the Lithuanian, French and English languages, and all texts being equally authentic. In case of any divergence of interpretation, the English language text shall prevail.

For the Government of the Republic of Lithuania



For the Government of the Grand Duchy of Luxembourg

