AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF LITHUANIA
AND
THE GOVERNMENT OF THE REPUBLIC OF LATVIA
ON MUTUAL PROTECTION OF CLASSIFIED INFORMATION

The Government of the Republic of Lithuania and the Government of the Republic of Latvia (hereinafter referred to as the "Parties"),

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 that is exchanged or generated in the process of co-operation between the Parties.

2. This Agreement shall be applicable to any activities, contracts or agreements involving Classified Information that will be conducted or concluded between the Parties.

Article 2

Definitions

For the purpose of this Agreement:

1. "**Classified Information**" shall mean information, regardless of the form, nature or method of transfer thereof, whether prepared or being prepared, which in the interest of national security and in accordance with the national laws and regulations of the Parties requires protection against breach of security and has been so designated by a classification marking.

2. "**Classification Marking**" shall mean a mark on any Classified Information, which identifies the classification level and characterizes the level of restriction of access to Classified Information and the minimum level of its protection.

3. "**Personnel Security Clearance**" shall mean a positive determination of the National Security Authority or the 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 the national laws and regulations and which grants access to Classified Information up to a certain classification level.

4. "**Facility Security Clearance**" shall mean a positive determination of the National Security Authority or the Competent Authority in the form of a document which confirms that a Contractor is authorized to receive, store and handle Classified Information up to a certain classification level.

5. "**Originating Party**" shall mean an Administrative Entity of the state of the Party which provides Classified Information.

6. "**Receiving Party**" shall mean an Administrative Entity of the state of the Party or a Contractor to which Classified Information is transmitted.

7. "**National Security Authority**" shall mean the Administrative Entity that in accordance with the national laws and regulations is responsible for the implementation and supervision of this Agreement. Such authorities are listed in Article 5 of this Agreement.

8. "**Competent Authority**" shall mean any Administrative Entity, which is responsible for the implementation of this Agreement in the fields concerned.

9. "**Administrative Entity**" shall mean a state or municipal institution and enterprise founded by such institution, which deals with Classified Information and which in accordance with the nationals laws and regulations is authorized to classify and to declassify information.

10. "**Contractor**" shall mean an individual or a legal entity possessing the legal capacity to conclude a Classified Contract under the provisions of this Agreement.

11. "**Classified Contract**" shall mean an agreement or a project, the implementation of which requires access to or generation of Classified Information.

12. "**Need-to-know" Principle**" shall mean the necessity to have access to Classified Information in connection with official duties or for the performance of a specific official task.

13. "**Third Party**" shall mean a state or international organization, which is not a Party to this Agreement.

14. "**Breach of Security**" shall mean an act or an omission contrary to the national laws and regulations, which may lead to disclosure, loss, destruction, misappropriation or any other type of compromise of Classified Information.

Article 3
Classification Markings

1. The Parties agree that the following Classification Markings are equivalent and correspond to the Classification Markings specified in the national laws and regulations of the respective Party:

For the Republic of Lithuania	For the Republic of Latvia	Equivalent in English
VISIŠKAI SLAPTAI	SEVIŠĶI SLEPENI	TOP SECRET
SLAPTAI	SLEPENI	SECRET
KONFIDENCIALIAI	KONFIDENCIĀLI	CONFIDENTIAL
RIBOTO NAUDOJIMO	DIENESTA VAJADZĪBĀM	RESTRICTED

2. The Receiving Party shall mark the received Classified Information with equivalent national Classification Marking. The Receiving Party shall not declassify received Classified Information or alter its classification level without the prior written consent of the Originating Party. The Originating Party shall inform in writing the Receiving Party of any changes in classification level of the exchanged Classified Information without delay.

3. The Originating Party apart from the Classification Marking may use any additional markings. The National Security Authorities shall inform each other of any additional markings and their handling instructions.

Article 4

Principles of Protection of Classified Information

1. In compliance with their national laws and regulations, the Parties shall implement all appropriate measures for the protection of Classified Information, which is generated or exchanged under this Agreement. The same level of protection shall be ensured for such Classified Information as it is provided for the national Classified Information, with the corresponding classification level.

2. Access to Classified Information shall be granted only to individuals who are authorized in accordance with the national laws and regulations to have access to Classified Information of the equivalent classification level and applying the "Need-to-know" Principle.

3. The National Security Authorities shall assist each other upon request and in accordance with the national laws and regulations in carrying out vetting procedures in order to issue Personnel Security Clearances and Facility Security Clearances.

4. 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.

5. The Receiving Party shall:

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

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

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

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

7. The Parties shall mutually recognise their Personnel Security Clearances and Facility Security Clearances issued in accordance with the national laws and regulations.

Article 5

National Security Authorities

1. The National Security Authorities of the Parties are:

For the Republic of Lithuania	For the Republic of Latvia
COMMISSION FOR CO-ORDINATION OF THE PROTECTION OF SECRETS	CONSTITUTION PROTECTION BUREAU

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 notify each other about the Competent Authorities that are responsible for the implementation of this Agreement.

4. The National Security Authorities shall inform each other of the national laws and regulations in force regulating the protection of Classified Information and any significant amendments thereto.

5. In order to ensure close co-operation in the implementation of this 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.

Article 6

Transfer of Classified Information

1. Classified Information shall be transferred by means of diplomatic or military couriers.

2. Classified Information may be transmitted via protected telecommunication systems, networks or other electromagnetic means approved in accordance with the national laws and regulations.

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

4. If necessary, the intelligence, security and police services of the Parties may, in accordance with the national laws and regulations, exchange Classified Information directly with each other.

Article 7

Translation, Reproduction, Destruction

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

2. When Classified Information is reproduced or translated, 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.

3. Classified Information marked SLAPTAI / SLEPENI and below may be destroyed after it is no longer needed in accordance with the national laws and regulations. The Classified Information shall be destroyed or modified insofar as to prevent its reconstruction in whole or in part.

4. Classified Information marked VISIŠKAI SLAPTAI / SEVIŠĶI SLEPENI shall not be destroyed. As a rule, it shall be returned to the Originating Party.

5. In case of emergency, which makes it impossible to protect and return Classified Information generated or transferred according to this Agreement, the Classified Information shall be destroyed immediately. The Receiving Party shall notify the Originating Party as soon as possible.

Article 8

Classified Contracts

1. An appropriate security clearance shall be issued to the Contractor before the Classified Contract is concluded. Upon request the National Security Authority shall furnish information whether a proposed Contractor has been issued an appropriate security

clearance, corresponding to classification level of the Classified Information to be received, stored and handled. If the proposed Contractor does not hold an appropriate security clearance, the National Security Authority to assign the Classified Contract, may request for that Contractor to be security cleared.

2. The National Security Authority of the Party in the territory of 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. Sub-contractor(s) engaged into Classified Contract shall comply the security requirements applied to the Contractor.

4. Security instructions will be an integral part of each Classified Contract. These security instructions shall include the following aspects:

a) classification levels of the information that will be generated and exchanged 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 to have access to Classified Information of the equivalent classification level, who has "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 notify about any Breach of Security;

f) the procedure for the approval of visits or inspection to facilities of the Contractor;

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

h) strict adherence to the procedures for destruction of the Classified Information.

5. Copy of the security instructions 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.

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 the Competent Authority of the state to be visited.

2. The request for visit shall be sent at least three weeks before the visit. In urgent cases, the request for visit shall be submitted at least five working days 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 card number;

b) citizenship of the visitor;

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

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

e) purpose, proposed working program and planned arrival and departure dates 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 respective national laws and regulations.

5. The National Security Authorities or the Competent Authorities may draw up lists of personnel authorized to make multiple visits in respect of any particular project or programme 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 in accordance with the national laws and regulations. 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 its costs incurred in the course of implementing this Agreement.

Article 12
Settlement of Disputes

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

Article 13
Final Provisions

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

2. This Agreement shall enter into force on the date of receipt of the last written notification through diplomatic channels by which the Parties inform each other that the internal legal requirements necessary for its entry into force 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.

5. On the date of entry into force of this Agreement the Agreement between the Government of the Republic of Lithuania and the Government of the Republic of Latvia on Mutual Protection of Classified Information, done at Tartu on 26 May 2000, is terminated. Classified Information previously exchanged shall continue to be protected in accordance with the provisions of this Agreement.

Done at Vilnius on 3 December 2014 in 2 original copies, each in the Lithuanian, Latvian and English languages. In case of differences of interpretation the English text shall prevail.

For the Government of the Republic of Lithuania



For the Government of the Republic of Latvia

