Memorandum of Understanding

between

the Government of the Republic of Latvia

and

the European Space Agency

on the

Mutual Protection of

DIENESTA VAJADZĪBĀM and ESA RESTRICTED Information

The Government of the Republic of Latvia

and

the European Space Agency,

Hereinafter referred to as “the Parties”,

RECOGNIZING the important role of their joint co-operation in ensuring peace, international security, and mutual confidence,

RECALLING that European Space Agency Agreement (ESA) is an intergovernmental organization established by the Convention that entered into force on October 30, 1980 with twenty-two Member States: Austria, Belgium, The Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, The Netherlands, Norway, Poland, Portugal, Romania, Spain, Sweden, Switzerland and The United Kingdom,

RECALLING that Latvia is an Associated Member State with ESA through the Association Agreement between the Government of the Republic of Latvia and the European Space Agency which was signed in Riga on 30 June 2020,

CONSIDERING the Agreement between the States parties to the Convention for the establishment of a European Space Agency and the European Space Agency Agreement for the protection and the exchange of classified information, entering into force on 20 June 2003,

INTENDING to ensure the protection of DIENESTA VAJADZĪBĀM and ESA RESTRICTED information that is exchanged between the ESA and the Republic of Latvia, as well as with contractors or between contractors of the two Parties,

Have agreed as follows:

Article 1

Scope and Definitions

1. This Memorandum of Understanding on the mutual protection of DIENESTA VAJADZĪBĀM and ESA RESTRICTED information shall apply to all agreements or memorandums of understanding on cooperation to be concluded between the Parties and to contracts involving the exchange of DIENESTA VAJADZĪBĀM and ESA RESTRICTED information between the Parties.
2. For the purpose of this Memorandum of Understanding:
3. ESA RESTRICTED information is defined in the ESA Security Regulations.
4. DIENESTA VAJADZĪBĀM information is defined in Latvian national laws and regulations.
5. “Classified Contract” means a contract (including a sub-contract), or pre-contractual negotiations, which contains DIENESTA VAJADZĪBĀM and ESA RESTRICTED information or which involves the access to, or the generation, use or transmission of DIENESTA VAJADZĪBĀM and ESA RESTRICTED information.
6. “Security Authority” (SA) means the authority designated by a Party as being responsible for the implementation and supervision of this Memorandum of Understanding.
7. “Need to Know” means the principle according to which a positive determination is made by the Originator that a prospective recipient has a requirement for access to, knowledge or possession of ESA RESTRICTED or DIENESTA VAJADZĪBĀM information, in order to perform official tasks or services.
8. “Third Party” means any State including legal entities or individuals under its jurisdiction or International Organisation, other than Latvia and the ESA Member States.
9. “Originator” means the Republic of Latvia, ESA, the ESA Member States or an International Organisation, under whose authority DIENESTA VAJADZĪBĀM and ESA RESTRICTED information has been created and/or introduced into the Republic of Latvia or ESA and the ESA Member States.
10. “Programme Security Instruction” means a compilation of security regulations/procedures, which are applied to a specified programme or project in order to standardise security procedures. The Programme Security Instruction also constitutes an Annex to the Classified Contract, and may be revised throughout the programme/project lifecycle.

Article 2

Comparability

The Parties stipulate that the following security markings are considered equivalent:

|  |  |
| --- | --- |
| **Republic of Latvia** | **European Space Agency** |
| DIENESTA VAJADZĪBĀM | ESA RESTRICTED |

Article 3

Security Authorities

The SAs designated by the Parties are:

|  |  |
| --- | --- |
| **Republic of Latvia** | **European Space Agency** |
| Constitution Protection Bureau of the Republic of Latvia (National Security Authority of the Republic of Latvia) | ESA Security Office |

Article 4

Security Measures

1. The Parties shall afford DIENESTA VAJADZĪBĀM and ESA RESTRICTED information the same degree of protection as they afford their own Information with the corresponding security marking (as set out in Article 2).
2. The Parties shall ensure that the security markings assigned to DIENESTA VAJADZĪBĀM and ESA RESTRICTED information are not altered or revoked, except with the prior written approval of the Originator.
3. The Parties shall ensure that DIENESTA VAJADZĪBĀM and ESA RESTRICTED information is used solely for the purpose for which it has been provided, except with the prior written approval of the Originator.
4. The Parties shall not disclose DIENESTA VAJADZĪBĀM and ESA RESTRICTED information to a Third Party, or make it available to the public without the prior written approval of the Originator.
5. Access to DIENESTA VAJADZĪBĀM and ESA RESTRICTED 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 such information.

Article 5

Classified Contracts

1. Classified Contracts shall identify the minimum security measures to be applied for the protection of DIENESTA VAJADZĪBĀM and ESA RESTRICTED information, for instance, by making Programme Security Instructions applicable to the Classified Contract.
2. The minimum security measures shall be mutually agreed between the SAs of the Parties.
3. Prior to placing a Classified Contract, the SA of the contracting authority shall inform the SA of the intended contractor.

Article 6

Exchange of DIENESTA VAJADZĪBĀM and ESA RESTRICTED information

1. DIENESTA VAJADZĪBĀM and ESA RESTRICTED information may be transmitted by registered mail, commercial courier companies, hand carriage by authorised personnel or through other means agreed upon by the SAs.
2. DIENESTA VAJADZĪBĀM and ESA RESTRICTED information may be transmitted electronically if encrypted with approved means and as agreed by the SAs.

Article 7

Consultations and Settlement of Disputes

1. The SAs of the Parties shall take note of the respective provisions governing the protection of DIENESTA VAJADZĪBĀM and ESA RESTRICTED information that apply with the other Party.
2. To ensure close cooperation in the implementation of this Memorandum of Understanding, the SAs shall consult each other at the request of one of these authorities.
3. Each Party shall allow the other Party to visit the respective Party in order to review the procedures for the protection of the DIENESTA VAJADZĪBĀM and ESA RESTRICTED information received from the other Party. The details of such visits shall be laid down in advance.
4. Any dispute between the Parties arising from the interpretation or application of this Memorandum of Understanding shall be resolved solely by consultation or negotiation between the Parties and shall not be referred to any national or international tribunal or other dispute resolution mechanism for settlement.

Article 8

Security Incidents

A security incident regarding DIENESTA VAJADZĪBĀM and ESA RESTRICTED information shall be investigated by the SA under whose jurisdiction it occurred, and the SA of the other Party shall be informed of the outcome of the investigation.

Article 9

Costs

Each Party shall pay the expenses incurred by it in implementing the provisions of this Memorandum of Understanding.

Article 10

Final Provisions

1. This Memorandum of Understanding shall enter into force on the date of signature thereof.
2. This Memorandum of Understanding is concluded for an indefinite period of time.
3. This Memorandum of Understanding may be amended in writing by mutual agreement between the Parties. Either Party may at any time submit a written request for the amendment of this Memorandum of Understanding. If such request is submitted by one of the Parties, the Parties shall initiate negotiations on the amendment of the Memorandum of Understanding.
4. Either Party may terminate this Memorandum of Understanding by giving six months’ prior written notice. In the event of termination, DIENESTA VAJADZĪBĀM and ESA RESTRICTED information exchanged or generated on the basis of this Memorandum of Understanding, shall continue to be protected in accordance with the provisions of Article 4 above for as long as is justified by the existence of the security markings.

Done at …………………………………………………… on ………………………………………………. in two originals, in the Latvian and English language. In case of divergence of interpretation, the English text shall prevail.

For the Republic of Latvia For the European Space Agency