AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF LATVIA

AND

THE GOVERNMENT OF MONTENEGRO

CONCERNING THE PROTECTION OF

CLASSIFIED INFORMATION

The Government of the Republic of Latvia and the Government of Montenegro hereinafter referred to as "the Parties", in the interests of national security of both Parties, have agreed as follows.

**ARTICLE** **1**

PURPOSE

The purpose of this Agreement is to ensure the protection of Classified Information generated or provided by the Parties or by legal entities or individuals under their jurisdiction. The Agreement sets out the security procedures and arrangements for such protection.

ARTICLE 2

DEFINITIONS

For the purpose of this Agreement:

1. **"Breach of security"** means an act or an omission contrary to national laws and regulations which results in actual or possible unauthorised disclosure or loss of Classified Information.
2. **"Classification Level"** means a category, according to the national laws and regulations of the Parties, which indicates the sensitivity of Classified Information, the degree of damage that might arise in the event of its unauthorised disclosure or loss, and the level of protection to be applied to it by the Parties.
3. **"Classified Contract**" means a contract between a government institution or a legal entity from one Party **– "Contracting Authority"**, and a legal entity from other Party **–** **"Contractor"**, where Classified Information is provided to the Contractor or generated by the Contractor or provided to members of the Contractor’s staff requiring access to Classified Information in facilities of the Contracting Authority.
4. **"Classified Information"** means any information, regardless of its nature, or material that requires protection against unauthorised disclosure or loss, and to which a classification has been applied under national laws and regulations of the Providing Party. A reference to Classified Information in this Agreement shall also include Latvian information at the level DIENESTA VAJADZĪBĀM, unless otherwise specified.
5. **"Facility Security Clearance"** means the determination by the National Security Authority that a legal entity under its jurisdiction fulfils the conditions to access and handle Classified Information in accordance with national laws and regulations.
6. **"National Security Authority"** means the government institution in a Party responsible for the implementation and supervision of this Agreement.
7. **"Need to know"** means the requirement for an individual or a legal entity to access Classified Information to perform official tasks or services.
8. **"Personnel Security Clearance"** means the determination by the National Security Authority or other competent authority that an individual has been security cleared to access and handle Classified Information, in accordance with the national laws and regulations of the respective Party.
9. **"Originator"** means the government institution in a Party, which, in accordance with its national laws and regulations, is responsible for any decisions affecting Classified Information generated and / or provided under this Agreement. Contractors under the jurisdiction of a Party may generate and / or provide Classified Information, but they are not considered the Originator for the purposes of this Agreement.
10. **"Providing Party"** means the Party or a Contractor under its jurisdiction, which under this Agreement generates and / or provides Classified Information to the Receiving Party.
11. **"Receiving Party"** means the Party or a Contractor under its jurisdiction, which receives Classified Information from the Providing Party under this Agreement.
12. **"Third Party"** means any international organisation or state, including legal entities or individuals under its jurisdiction, which is not a Party to this Agreement.

ARTICLE 3

NATIONAL SECURITY AUTHORITIES

1. The National Security Authorities designated by the Parties are:

For the Republic of Latvia:

Satversmes aizsardzības birojs

For Montenegro:

|  |
| --- |
| Direkcija za zaštitu tajnih podataka |

1. The National Security Authorities shall provide each other with official contact details.
2. The Parties shall notify each other in writing of any significant changes (including but not limited to changes in contact details and titles of the institutions) to their respective National Security Authorities.

ARTICLE 4

CLASSIFICATION LEVELS

The Classification Levels shall correspond to one another as follows and shall be considered as equivalent:

|  |  |  |
| --- | --- | --- |
| **Republic of Latvia** | **Montenegro** | **Equivalent in English** |
| SEVIŠĶI SLEPENI | STROGO TAJNO | TOP SECRET |
| SLEPENI | TAJNO | SECRET |
| KONFIDENCIĀLI | POVJERLJIVO | CONFIDENTIAL |
| DIENESTA VAJADZĪBĀM | INTERNO | RESTRICTED |

ARTICLE 5

ACCESS TO CLASSIFIED INFORMATION

1. Each Party shall issue Personnel Security Clearances for its own nationals and Facility Security Clearances for legal entities under its jurisdiction.
2. A Personnel Security Clearance and / or Facility Security Clearance is not required for access to Classified Information at the level DIENESTA VAJADZĪBĀM / INTERNO / RESTRICTED. Access shall be limited to individuals who have a Need-to-know, are authorised to access this information and are briefed on their responsibilities.
3. Access to Classified Information at the level KONFIDENCIĀLI / POVJERLJIVO / CONFIDENTIAL or above is limited to individuals who hold a Personnel Security Clearance in accordance with national laws and regulations, have a Need-to-know and are briefed on their responsibilities.
4. Each Party shall use Classified Information solely for the purpose it has been provided for.

ARTICLE 6

SECURITY MEASURES

1. The Parties shall protect Classified Information generated and / or provided under this Agreement according to their national laws and regulations, affording at least the same level of protection to Classified Information as afforded to its national Classified Information of an equivalent Classification Level.
2. The Providing Party shall:
	1. ensure that Classified Information is afforded appropriate Classification Level in accordance with its national laws and regulations;
	2. inform the Receiving Party of any conditions of release or limitations on the use of the Classified Information provided;
	3. inform the Receiving Party of any subsequent change in the Classification Level of the Classified Information provided.
3. The Receiving Party shall:
	1. register Classified Information provided under this Agreement;
	2. be able to, at all times, establish the location of Classified Information at the level KONFIDENCIĀLI / POVJERLJIVO / CONFIDENTIAL or above;
	3. ensure that the Classification Levels assigned to Classified Information are not altered or revoked without the prior written consent of the Providing Party;
	4. ensure that Classified Information is not disclosed or provided to a Third Party without the prior written consent of the Providing Party.

ARTICLE 7

COOPERATION

1. In order to maintain comparable standards of security, the National Security Authorities shall, on request, inform each other about their security regulations, policies and practices for protecting Classified Information.
2. On request of the National Security Authority of one Party, the National Security Authority of the other Party shall issue a written confirmation that a valid Personnel Security Clearance or Facility Security Clearance has been issued.
3. If a national of one Party has not been granted a Personnel Security Clearance, the National Security Authority of the other Party can send a request to issue a Personnel Security Clearance to the National Security Authority of the Party he or she is a national of.
4. The National Security Authorities shall assist each other on request in carrying out the vetting for Facility Security Clearance and Personnel Security Clearance in accordance with national laws and regulations.
5. The National Security Authorities shall immediately notify each other in writing about changes in Personnel Security Clearances and Facility Security Clearances for which a confirmation has been provided.
6. The cooperation under this Agreement shall be effected in English.

**ARTICLE 8**

**CLASSIFIED CONTRACTS**

1. If a Contracting Authority under the jurisdiction of a Party proposes to conclude a Classified Contract with a Contractor under the jurisdiction of the other Party, it shall, through its National Security Authority, obtain a written confirmation from the National Security Authority of the other Party that the Contractor has been granted a Facility Security Clearance to the appropriate Classification Level.
2. If the Contractor has not been granted a Facility Security Clearance, the National Security Authority of the Party of the Contracting Authority can send a request to issue a Facility Security Clearance to the National Security Authority of the Contractor.
3. The request for the confirmation or issuance of Facility Security Clearance shall contain:
	1. Classification Level of the Classified Information expected to be provided to or generated by the prospective Contractor, information on the rights of the Contractor to store Classified Information at its facilities and handle Classified Information in Classified Information Systems;
	2. full name of the Contractor, its postal address, first name, last name and contact information of its Facility Security Officer;
	3. details of the Classified Contract.
4. The Contractor shall be obliged to comply with the following:
5. hold an appropriate Facility Security Clearance;
6. ensure that members of the Contractor’s staff requiring access to Classified Information at the level KONFIDENCIĀLI / POVJERLJIVO / CONFIDENTIAL or above hold appropriate Personnel Security Clearances;
7. ensure that members of the Contractor’s staff who have been granted access to Classified Information are informed of their responsibilities to protect Classified Information in accordance with the conditions defined in this Agreement and with national laws and regulations;
8. establish and adhere to procedures for protection of Classified information within its facilities in accordance with the national laws and regulations;
9. notify immediately its National Security Authority of any Breach of Security relating to the Classified Contract.
10. To allow adequate security oversight and control, a Classified Contract shall contain security clauses. A copy of the security clauses shall be forwarded to the National Security Authorities of Parties.
11. The security clauses of Classified Contracts shall include at least the following:
12. a reference to this Agreement, the definition of the term "Classified Information", and the table of the equivalent Classification Levels of the Parties in accordance with the provisions of Article 4 of this Agreement;
13. a statement that Classified Information generated and / or provided in the framework of the Classified Contract shall be protected in accordance with the applicable national laws and regulations;
14. a statement that the Contractor shall disclose the Classified Information only to individuals who have a Need to know, and, in case of Classified Information at the level KONFIDENCIĀLI / POVJERLJIVO / CONFIDENTIAL or above, hold a Personnel Security Clearance at the appropriate Classification Level in accordance with the provisions specified in Article 5 of this Agreement, and have been assigned to perform official tasks or services in relation to the Classified Contract;
15. a statement that the Contractor shall not disclose, or permit the disclosure of Classified Information to a Third Party or any other party that is not part of the Classified Contract without the prior written consent of the Originator;
16. a statement that Classified Information provided under the Classified Contract is to be used solely for the purpose for which it has been provided, or as further expressly authorised by the Originator in writing;
17. a procedure for communicating changes in the Classification Level of Classified Information generated and / or provided under this Agreement;
18. the channels and procedures to be used for the transport and / or transmission of Classified Information;
19. the procedures for the approval of visits associated with Classified Contract, which shall be in accordance with Article 11 of this Agreement;
20. the contact details of the National Security Authorities responsible to oversee the protection of Classified Information related to the Classified Contract; and
21. the obligation of the Contractor to promptly notify its National Security Authority of any actual or suspected Breach of Security related to the Classified Contract.

ARTICLE 9

TRANSMISSION OF CLASSIFIED INFORMATION

1. Classified Information shall be transmitted in accordance with national laws and regulations of the Providing Party or as otherwise agreed between the National Security Authorities.
2. Classified Information at the level SEVIŠĶI SLEPENI / STROGO TAJNO / TOP SECRET shall be transmitted only by a courier or diplomatic pouch.
3. Classified Information at the levels KONFIDENCIĀLI / POVJERLJIVO / CONFIDENTIAL and SLEPENI / TAJNO / SECRET shall be transmitted by a courier or diplomatic pouch. The National Security Authorities may agree on alternative channels of transmission in accordance with national laws and regulations; in such cases:
	1. the person performing transmission of Classified Information must be authorized to have access to Classified Information of the corresponding Classification Level;
	2. a list of the items of Classified Information transmitted must be retained by the Providing Party; a copy of this list shall be handed over to the Receiving Party for forwarding to its National Security Authority;
	3. Classified Information must be packed in accordance with the national laws and regulations of the Providing Party;
	4. Classified Information must be delivered against receipt;
	5. the courier shall be issued a courier certificate by the National Security Authority of the Providing Party or Receiving Party.
4. Large volumes of Classified Information at the level KONFIDENCIĀLI / POVJERLJIVO / CONFIDENTIAL or above shall be transmitted in accordance with a transportation plan confirmed by the National Security Authorities of both Parties. Where applicable, the transportation plan shall contain the following information:
	1. description of the Classified Contract;
	2. countries participating in the Classified Contract;
	3. description of consignment (including Classification Level);
	4. identification of participating government and company representatives (including Facility Security Officers);
	5. delivery points, transfer points, and / or processing points;
	6. identification of commercial entities to be involved in each movement;
	7. routing of consignment;
	8. details on port security and customs officials;
	9. details on couriers;
	10. details on escorting personnel.
5. Classified Information at the level DIENESTA VAJADZĪBĀM / INTERNO / RESTRICTED may be transmitted by registered mail or other delivery services in accordance with national laws and regulations.
6. The Parties may transmit Classified Information protected by cryptographic means in accordance with security procedures approved by the National Security Authorities.

ARTICLE 10

REPRODUCTION, TRANSLATION AND DESTRUCTION OF CLASSIFIED INFORMATION

1. Reproductions and translations of Classified Information shall bear original classification markings and shall be protected in the same way as the original Classified Information.
2. Translations or reproductions shall be limited to the minimum required for an official purpose.
3. Translations or reproductions of Classified Information at the level KONFIDENCIĀLI / POVJERLJIVO / CONFIDENTIAL or above shall be made only by individuals who hold a Personnel Security Clearance to the equivalent Classification Level of the Classified Information being translated or reproduced.
4. Translations shall contain a suitable annotation in the language in which they have been translated, indicating that they contain Classified Information of the Providing Party.
5. Classified Information at the level SEVIŠĶI SLEPENI / STROGO TAJNO / TOP SECRET shall not be translated or reproduced without the prior written consent of the Originator.
6. Classified Information provided under this Agreement, when no longer required and if not otherwise prescribed, shall be destroyed in accordance with national laws and regulations of the Receiving Party in a manner that prevents its reconstruction, in whole or in part.
7. The Receiving Party shall notify immediately in writing the National Security Authority of the Providing Party about the destruction of this Classified Information at the level SEVIŠĶI SLEPENI / STROGO TAJNO / TOP SECRET.
8. If a crisis situation makes it impossible to protect Classified Information provided under this Agreement, the Classified Information shall be destroyed immediately. The Receiving Party shall notify immediately in writing the National Security Authority of the Providing Party about the destruction of this Classified Information.

ARTICLE 11

VISITS

1. Visits requiring access to Classified Information at the level KONFIDENCIĀLI / POVJERLJIVO / CONFIDENTIAL or above and to facilities in which such information is being handled are subject to the prior written consent of the National Security Authority of the Party to be visited, unless otherwise agreed between the National Security Authorities.
2. The visitor shall submit the request for visit at least twenty days in advance of the proposed date of the visit to his National Security Authority, which shall forward it to the National Security Authority of the other Party.
3. In urgent cases, the request for visit may be submitted at a shorter notice, subject to prior coordination between the National Security Authorities.
4. The request for visit shall contain the following information:
	1. first name and last name of the visitor, date and place of birth, nationality and passport / ID card number;
	2. official title of the visitor and name of the organisation the visitor represents;
	3. confirmation of the visitor’s Personnel Security Clearance and its validity;
	4. date and duration of the visit. In the case of recurring visits the total period covered by the visits shall be stated;
	5. purpose of the visit and the anticipated Classification Level of Classified Information to be discussed or accessed;
	6. name, address, phone / fax number, e-mail address and point of contact of the facility to be visited;
	7. dated and stamped signature of a representative of the visitor’s National Security Authority.

ARTICLE 12

BREACH OF SECURITY

1. The National Security Authorities shall immediately inform each other in writing of any actual or suspected Breach of Security involving Classified Information of the other Party.
2. The competent authorities of the Receiving Party shall immediately investigate any actual or suspected Breach of Security. The competent authorities of the Providing Party shall, if requested, support the investigations.
3. According to national laws and regulations, pertinent legal action shall be taken by the competent authorities and courts of the Party having jurisdiction over the investigation of the actual or suspected Breach of Security.
4. The National Security Authority of the Receiving Party shall take appropriate measures according to its national laws and regulations to limit the consequences of the Breach of Security and to prevent a recurrence.
5. The National Security Authority of the other Party shall be informed of the outcome of the investigation and of measures, if any, taken.

ARTICLE 13

FINAL PROVISIONS

1. Any existing Agreements, Memoranda of Understanding and Arrangements between the Parties or the competent authorities on the protection of Classified Information shall be unaffected by this Agreement in so far as they do not conflict with its provisions.
2. This Agreement is concluded for an indefinite period of time and shall enter into force on the date of receipt of the last written notification through diplomatic channels by which Parties inform that the internal legal procedures have been fulfilled.
3. This Agreement may be amended by mutual written consent by Parties. Such amendments shall enter into force in accordance with paragraph 2 of this Article.
4. Each Party may terminate this Agreement by giving written notice to other Party. In such case the Agreement shall expire six months after the receipt of such notice by other Party.
5. Regardless of the termination of this Agreement, all Classified Information generate and / or provided under this Agreement shall be protected in accordance with this Agreement for as long as it remains classified.
6. Any dispute regarding the application or interpretation of this Agreement shall be resolved by negotiations and consultations between the Parties.
7. Each Party shall bear its own costs incurred in the course of implementing its obligations under this Agreement.

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

Done at (place) (date) in two originals, in the Latvian, Montenegrin and English languages, all texts being equally authentic. In case of divergence of interpretation, of this Agreement the English text shall prevail.

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| **For the Government of the Republic of Latvia**\_\_\_\_\_\_\_\_\_\_\_\_\_ | **For the Government of****Montenegro**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Iesniedzējs:

Ministru prezidenta biedrs,

tieslietu ministrs Jānis Bordāns