

SECURITY AGREEMENT

BETWEEN

**THE GOVERNMENT OF
THE REPUBLIC OF LITHUANIA**

AND

**THE ORGANISATION FOR JOINT ARMAMENT
COOPERATION
(ORGANISATION CONJOINTE DE
COOPERATION EN MATIERE D'ARMEMENT
- OCCAR)**

ON

**THE EXCHANGE AND MUTUAL
PROTECTION OF
CLASSIFIED INFORMATION**

The GOVERNMENT OF THE REPUBLIC OF LITHUANIA and the ORGANISATION FOR JOINT ARMAMENT COOPERATION (ORGANISATION CONJOINTE DE COOPERATION EN MATIERE D'ARMEMENT - OCCAR), hereinafter referred to singularly as "the Party" and collectively as "the Parties"

- RECOGNISING the participation of the Ministry of National Defence of the Republic of Lithuania in OCCAR Programmes,
- BEING AWARE that such cooperation may involve the generation and exchange of Classified Information between the Government of the Republic of Lithuania and industrial facilities located in the Republic of Lithuania, OCCAR Programme Participating States and industrial facilities located in those States and OCCAR-EA,
- ACKNOWLEDGING that such Classified Information requires protection against loss, compromise and unauthorised disclosure,
- NOTING that the OCCAR Board of Supervisors has authorised the OCCAR-EA Director to conclude this Security Agreement (hereinafter referred to as "the Agreement"),

HAVE AGREED as follows:

ARTICLE 1

DEFINITIONS

- (1) **"Breach of Security"** - means any non-compliance with applicable security instructions or any other knowing, wilful or negligent action, especially such action that could reasonably be expected to result in loss, compromises or unauthorised disclosure of Classified Information or cause damage to the interests of the Parties, OCCAR Member States or Programme Participating States;
- (2) **"Classified Contract"** - means a contract or subcontract between two legal entities or individuals, creating and defining enforceable rights and obligations and which contains or involves the generation, use or provision of Classified Information;
- (3) **"Classified Information"** - means Classified Information of the Republic of Lithuania and OCCAR Classified Information;
- (4) **"Contractor"** - means any individual or legal entity with the legal capacity to negotiate and enter into Classified Contracts;
- (5) **"Facility Security Clearance" (FSC)** - means confirmation issued by a National Security Authority/Designated Security Authority (NSA/DSA) certifying that a facility under its security oversight has, in accordance with national security laws and regulations, the capability to handle and, if appropriate, store Classified Information up to a certain level and has the requisite security cleared personnel for access to such Classified Information;
- (6) **"Need-to-Know"** - means a determination made by an authorized holder of information that a prospective recipient has a requirement for access to, knowledge of, or possession of the information in order to accomplish a designated and approved task involving the Classified Information required to be accessed;

- (7) **"OCCAR Classified Information"** - means any information, document or material the unauthorized disclosure of which could cause prejudice to the interests of OCCAR, its Member States or any other State participating in an OCCAR Programme and which has been so designated by an OCCAR security classification marking;
- (8) **"OCCAR Executive Administration" (OCCAR-EA)** - means the standing executive body of OCCAR headed by the OCCAR-EA Director responsible for the day-to-day management in accordance with regulations adopted by the Board of Supervisors (BoS). The EA comprises the Central Office (OCCAR Headquarters) and OCCAR-EA Programme Divisions whether collocated with the Central Office or located in OCCAR Member States;
- (9) **"OCCAR Member States"** - means the OCCAR Member States are those European States, which are parties to the Convention on the establishment of OCCAR;
- (10) **"Classified Information of the Republic of Lithuania"** - information of whatever form, nature or method of transmission either manufactured or in the process of manufacture to which a classification marking has been attributed and which in the interests of national security and in accordance with the national laws and regulation, require protection;
- (11) **"OCCAR Programme Participating States"** - Means the States participating in an OCCAR Programme;
- (12) **"Originating Party"** - Means the Party which owns or provides the Classified Information;
- (13) **"Personnel Security Clearance" (PSC)** - means a determination made by a NSA/DSA that an individual is, in accordance with national security laws and regulations considered eligible to access Classified Information up to a certain security classification level;
- (14) **"Programme Security Instruction" (PSI)** - means the document produced by OCCAR-EA in coordination with and approval of the Programme Participating States' Security Authorities and other competent national authorities, where appropriate. The PSI shall describe the compulsory security provisions required for the performance of an OCCAR-managed Programme (or during its integration into OCCAR), including details of classification, marking, handling, processing, safeguarding, releasing and transmission of Programme related Classified Information or material. The PSI shall include the Security Classification Guide(s). The provisions of a PSI supplement the OCCAR security regulations and/or national security laws and regulations.
- (15) **"Receiving Party"** - means the Party which receives Classified Information and shall assume responsibility for protection of Classified Information provided under this Agreement;
- (16) **"Security Authority" (SA)** - means the government/entity authority in a Party responsible for the implementation and supervision of this Agreement. The Security Authority may delegate part of its responsibilities to a delegated security authority.
- (17) **"Security Classification Guide" (SCG)** - means the document produced by OCCAR-EA in coordination with and approval of the OCCAR Programme Participating States' competent national authorities and issued to the programme participants as part of the PSI. The SCG shall determine the classified aspects of the Programme and the specific security classifications to be allocated to it.

- (18) **"Third Party"** - means legal entity, a government or international organisation, which is not a Party to this Agreement.

ARTICLE 2

OBJECTIVE

- (1) The objective of this Agreement is to define the security measures required for the protection of Classified Information of the Republic of Lithuania and OCCAR Classified Information provided to or generated in the course of co-operation between the Parties or their Contractors.
- (2) This Agreement does not apply to national Classified Information exchanged between the Republic of Lithuania and OCCAR Member States or Programme Participating States on the basis of bilateral Security Agreements or Arrangements in place with these States.

ARTICLE 3

EQUIVALENT SECURITY CLASSIFICATIONS

For the purpose of this Agreement the following security classifications shall be considered as equivalent:

The Republic of Lithuania	OCCAR
SLAPTAI	OCCAR SECRET
KONFIDENCIALIAI	OCCAR CONFIDENTIAL
RIBOTO NAUDOJIMO	OCCAR RESTRICTED

ARTICLE 4

SECURITY AUTHORITIES

- (1) The SAs of the Parties are listed in Annex of this Agreement.
- (2) The Parties shall inform each other in writing about changes to the SAs referred to in Annex or amendments to their competences with regard to the execution of this Agreement. Any such change shall not constitute a formal amendment to this Agreement.

ARTICLE 5
PROTECTION OF CLASSIFIED INFORMATION

The Parties shall:

- (1) Ensure that Classified Information provided or generated pursuant to this Agreement is protected from unauthorised disclosure, loss or compromise, in accordance with applicable laws and regulations;
- (2) Take all necessary measures to ensure that legal or other appropriate action can be taken against individuals and relevant entities responsible for the unauthorised disclosure, loss or compromise of Classified Information generated or provided under this Agreement in accordance with applicable laws and regulations;
- (3) Ensure that such Classified Information is handled and safeguarded to a degree not less stringent than the provisions laid down in the "OCCAR Security Regulations" to the extent necessary for the purpose of this Agreement;
- (4) Establish a registry system allowing compartmentalisation of Classified Information at the level of KONFIDENCIALIAI/OCCAR CONFIDENTIAL and SLAPTAI/OCCAR SECRET generated or provided under this Agreement from any other Classified Information held by the Receiving Party;
- (5) Ensure that for any Classified Information received the security classification of the information assigned by the Originating Party is maintained and any distribution and access restrictions stated are respected;
- (6) Not downgrade or declassify any Classified Information received without the prior written consent of the Originating Party;
- (7) Not use Classified Information received from the other Party for purposes other than for which it was provided;
- (8) Not release Classified Information received from the other Party to Third States or to an international organisation without the prior written consent of the Originating Party;
- (9) Ensure that access to Classified Information shall be limited to those persons who have a Need-to-Know to access the Classified Information and have been security briefed in accordance with applicable laws and regulations;
- (10) Ensure that access to Classified Information at the level of KONFIDENCIALIAI/OCCAR CONFIDENTIAL and SLAPTAI/OCCAR SECRET shall be limited to those persons, who hold the appropriate PSC issued in accordance with applicable laws and regulations of the Receiving Party;
- (11) Ensure that when Classified Information is no longer required, the information is destroyed in accordance with applicable laws and regulations of the Receiving Party;
- (12) Ensure that Classified Information is marked pursuant to this Agreement as prescribed by the relevant PSI; and
- (13) Inform each other, as soon as possible of any change to the classification of Classified Information provided under this Agreement.

ARTICLE 6

CLASSIFIED CONTRACTS

For Classified Contracts awarded to Contractors located in the territory of the Republic of Lithuania, the Security Authority in Article 4 shall, in accordance with the laws and regulations:

- (1) Assume responsibility for administering security measures for the protection of the OCCAR Classified Information provided or generated under a given Classified Contract in accordance with the provisions described in this Agreement.
- (2) Inform OCCAR of the competent security authority responsible for implementing and overseeing the security measures at Contractor facilities located in the territory of the Republic of Lithuania and any subsequent changes in responsibility.
- (3) Ensure that Contractors with access to Classified Information at the level of OCCAR CONFIDENTIAL or OCCAR SECRET provided or generated under a given Classified Contract are capable of handling and protecting such Classified Information in accordance with the terms of this Agreement and ensure that the Contractors' facility has been granted a FSC, at the appropriate level.
- (4) Verify the compliance of Contractors with the applicable laws and regulations, the security requirements under this Agreement and with the supporting PSI through appropriate means.
- (5) The Security Authorities shall inform each other about the conclusion of Classified Contracts and their content falling under this Agreement.

ARTICLE 7

TRANSFER OF CLASSIFIED INFORMATION

- (1) The international transfer of OCCAR Classified Information at the level of KONFIDENCIALIAI/OCCAR CONFIDENTIAL or SLAPTAI/OCCAR SECRET between the Government of the Republic of Lithuania and a Government establishment or a Contractor located in an OCCAR Programme Participating State or to OCCAR-EA shall, unless stated otherwise in the relevant PSI, be carried out through diplomatic Government-to-Government channels or hand carried by security cleared and approved Government, OCCAR-EA or Contractor personnel acting as couriers or KONFIDENCIALIAI/OCCAR CONFIDENTIAL only) as freight by approved transport companies and, when required, subject to transportation plans approved by the competent authorities of the Republic of Lithuania and OCCAR-EA, or of the OCCAR Programme Participating States concerned.
- (2) Classified Information at the level of KONFIDENCIALIAI/OCCAR CONFIDENTIAL or SLAPTAI/OCCAR SECRET shall not be transmitted internationally by electronic means unless mutually agreed between the Parties and subject to specific communication and information security measures being in place, including the use of encryption systems mutually agreed by the Republic of Lithuania and OCCAR-EA or the OCCAR Programme Participating State concerned.

- (3) Classified Information at the level of RIBOTO NAUDOJIMO\OCCAR RESTRICTED shall be transmitted internationally according to the procedures established by laws and regulations of the Republic of Lithuania and OCCAR, using approved encryption devices mutually agreed by the security authorities of the Republic of Lithuania and OCCAR-EA or the OCCAR Programme Participating States concerned.

ARTICLE 8

INTERNATIONAL VISITS

- (1) For the purpose of this Agreement, the Parties shall permit visits to their establishments or Contractor facilities by representatives of the other Party, or its Contractors or by government or Contractor representatives of OCCAR Programme Participating States, subject always to the laws and regulations of the respective State or establishment to be visited.
- (2) For such visits, requiring access to Classified Information, the requests for visit shall be submitted directly from the establishment sponsoring the visit to the establishment to be visited following procedures as described in the relevant PSI.

ARTICLE 9

BREACH OF SECURITY

- (1) In the event of a Breach of Security or suspected Breach of Security, the SA of the Receiving Party where the Breach of Security occurred shall inform in writing without delay the Security Authority of the Originating Party about any such incident.
- (2) An immediate investigation shall be carried out by the SA of the Receiving Party in accordance with the laws and regulations with, if required, the assistance of the Originating Party. The Originating Party shall be informed about the outcome of the investigation as soon as is practicable and of the corrective action taken to preclude recurrences.

ARTICLE 10

COSTS

Each Party shall be responsible for its own costs incurred in implementing and executing its obligations under this Agreement.

ARTICLE 11

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation or application of any of the provisions of this Agreement shall be settled amicably through mutual consultation and/or negotiations between the Parties.

ARTICLE 12

MISCELLANEOUS PROVISIONS

- (1) OCCAR-EA shall provide to the SA of the Republic of Lithuania the OCCAR Security Regulations referred to in this Agreement and any subsequent editions.
- (2) Each Party shall notify in writing the other of any changes in its applicable laws and regulations that could affect the protection of Classified Information referred to in this Agreement.
- (3) The Parties may conclude additional arrangements for the implementation of this Agreement.
- (4) If requested, the Parties shall accommodate visits to their respective establishments by representatives of the SA of the other Party so that they may be briefed about the Receiving Party's security regime and the measures to implement the security requirements under this Agreement.
- (5) A request for such a visit shall be presented to the other Party at least three (3) weeks in advance.

ARTICLE 13

ENTRY INTO FORCE, DURATION AND TERMINATION

- (1) This Agreement shall be valid until cancelled/withdrawn or replaced. Each Party shall notify the other Party in writing through diplomatic channels of the completion of its internal procedures required for the entry into force of this Agreement. The Agreement shall enter into force on the day of receipt of the last note.
- (2) The Parties may amend this Agreement at any time by mutual consent in writing. Any amendment shall enter into force in accordance with the procedure set forth in Paragraph 1 of this Article, unless otherwise provided for by the Parties.
- (3) The Parties may terminate this Agreement at any time by mutual consent in writing, and shall consult to establish the effective date of termination. Either Party may unilaterally terminate the Agreement at any time in writing through diplomatic channels, subject to a notice period of six (6) months being given to the other Party before the expected date of termination from the day of receipt of the notice of termination.

- (4) In the event of such termination, Classified Information provided or generated under this Agreement shall continue to be protected in accordance with the provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Agreement.

DONE in on and in on

in two (2) originals, in the English and Lithuanian languages, both texts being equally authentic.

For
THE GOVERNMENT OF REPUBLIC OF
LITHUANIA

For
OCCAR

The Competent Security Authorities of the Parties are:

For the Republic of Lithuania:

Second Investigation Department under the Ministry of National Defence

For the Organisation for Joint Armament Cooperation:

OCCAR - Executive Administration