



Lietuvos Respublikos
užsienio reikalų ministerijai
Gauta
2019-01-09 Nr. _____

EMBASSY OF THE REPUBLIC OF MOLDOVA
TO THE REPUBLIC OF LITHUANIA

No. LTU/474.5/022/ 01

The Embassy of the Republic of Moldova presents its compliments to the Ministry of Foreign Affairs of the Republic of Lithuania and has the honour to send enclosed for examination the draft *Agreement between the Government of the Republic of Moldova and the Government of the Republic of Lithuania on the exchange and mutual protection of classified information*.

The Embassy will appreciate the Ministry's kind assistance in forwarding the above-mentioned document to the relevant Lithuanian institutions.

The Embassy of the Republic of Moldova avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Lithuania the assurances of its highest consideration. *S.A.*

Vilnius, January 09, 2019

MINISTRY OF FOREIGN AFFAIRS
OF THE REPUBLIC OF LITHUANIA
Vilnius

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

The **Government of the Republic of Moldova** and the **Government of the Republic of Lithuania**(hereinafter referred to as the “Parties”);

Recognizing the need to set rules on protection of Classified Information mutually exchanged in the interest of national security within the scope of political, military, economical, legal, scientific and technological any other cooperation, as well as Classified Information generated in the process of such cooperation;

Intending to ensure the mutual protection of all Classified Information, which has been classified by one party and transferred to the other Party or jointly generated in the course of cooperation between the Parties;

Desiring to create a set of rules on the mutual protection of Classified Information exchanged between the Parties;

Considering mutual interests in the protection of Classified Information, in accordance with the national legislation of the states of the Parties;

Have agreed as follows:

ARTICLE1

Objective

The objective of this Agreement is to ensure the protection of Classified Information which is exchanged or generated in the process of cooperation under this Agreement.

ARTICLE2

Definitions

For the purposes of this Agreement:

(1)“**Classified Information**” means any information or material referred to as state secret, irrespective of its form or nature, which requires protection against unauthorized treatment and has been classified in accordance with the national legislation of the states of the Parties;

(2)“**Originating Party**” means the state of the Party, which transmits Classified Information to the state of the other Party;

- (3) **Receiving Party** means the state of the Party, to which Classified Information is transmitted by the state of the other Party;
- (4) **“Competent Security Authority”** means the national authority which, according to the national legislation of the states of the Parties, is ensures the uniform implementation of the protection means for the classified information;
- (5) **“Need-to-know”** means the principle according to which, access to Classified Information may be granted to an individual who has been verified necessity thereof, only in connection with his/her official duties or tasks;
- (6) **“Personnel Security Clearance”** means a positive determination stemming from the vetting procedure, in accordance with respective national legislation of the states of the Parties, that shall ascertain the loyalty and trustworthiness of the individual, and confirm that the individual is eligible to have access to Classified Information;
- (7) **“Facility Security Clearance”** means a positive determination stemming from the vetting procedure, in accordance with respective national legislation of the states of the Parties, that shall ascertain the loyalty and trustworthiness of the legal entity, and confirm that the legal entity has physical and organizational capabilities to handle Classified Information;
- (8) **“Contractor”** means a legal entity including, of either state of the Parties, possessing legal capacity to conclude Classified Contracts;
- (9) **“Subcontractor”** means a legal entity which commits to execute a part of the Classified Contract under the coordination of the Contractor;
- (10) **“Classified Contract”** means a contract between two or more Contractors which, in accordance with the national legislation of the states of the Parties, contains Classified Information or on the basis of which Classified Information is generated;
- (11) **“Third Party”** means any state, including legal entity or individual under its jurisdiction, as well as international organization, which do not fall under the incidence of this Agreement.

ARTICLE 3

Competent Security Authorities

(1) Competent Security Authorities, defined in Paragraph (4) of Article 2 of this Agreement, are:

For the Republic of Moldova: Security and Intelligence Service
of the Republic of Moldova

For the Republic of Lithuania: [.....]

- (1) Upon entry into force of this Agreement, Competent Security Authorities shall directly inform each other of their contact details and any changes thereto.
- (2) The Parties shall inform each other, through diplomatic channels, of any changes in the Competent Security Authorities and their contact details.
- (3) Upon request, Competent Security Authorities shall inform each other of the national legislation of their states regulating Classified Information, and respective changes thereto.
- (4) Competent Security Authorities will cooperate and exchange information and experience on security standards, procedures and practices for the protection of Classified Information applied by their states, and may hold visits at the request of either Competent Security Authority.
- (5) Competent Security Authorities may conclude implementing arrangements concerning the implementation of this Agreement.
- (6) Upon request, Competent Security Authorities shall provide assistance to each other in carrying out the Personnel Security Clearance and Facility Security Clearance procedures, in accordance with the national legislation of the states of the Parties.

ARTICLE 4

Security Classification Levels

The Parties agree that the following security classification levels are equivalent and correspond to the security classification levels specified in respective national legislation of their states:

| For the Republic of Moldova: | For the Republic of Lithuania | Equivalent in English: |
|-------------------------------------|--------------------------------------|-------------------------------|
| STRICT SECRET | | TOP SECRET |
| SECRET | | SECRET |
| CONFIDENȚIAL | | CONFIDENTIAL |
| RESTRICTIONAT | | RESTRICTED |

ARTICLE 5

Protection and Access to Classified Information

- (1) In accordance with the national legislation of their states, the Parties shall take all appropriate measures for the protection of Classified Information which is exchanged or generated under this Agreement. The same level of protection shall be assigned to such Classified Information as it is provided for the national Classified Information of equivalent security classification level, in accordance with Article 4 of this Agreement.
- (2) The Originating Party shall inform the Receiving Party in writing about any changes in the security classification level of transmitted Classified Information.
- (3) Access to Classified Information shall be limited to individuals on a Need-to-know basis who are authorized, in accordance with the national legislation of their states, to have access to Classified Information of appropriate security classification level.
- (4) Under this Agreement, each Party shall recognize the Personnel Security Clearances and Facility Security Clearances granted in accordance with the national legislation of the state of the other Party. The security clearances shall be equivalent in accordance with Article 4 of this Agreement.
- (5) During the vetting procedures conducted by the Competent Security Authority of one Party under this Agreement, relevant information may be requested from the Competent Security Authority of the other Party. The requested Competent Security Authority shall provide it in accordance with the national legislation of its state.

(6) Under this Agreement the Competent Security Authorities shall inform each other without delay about any alterations with regard to relevant Personnel Security Clearances and Facility Security Clearances, in particular about their withdrawal or downgrading.

(7) The Receiving Party shall:

- a) transmit Classified Information to any Third Party only upon a prior written consent of the Originating Party;
- b) mark the received Classified Information in accordance with Article 4 of this Agreement;

use Classified Information solely for the purposes it has been provided for, unless a prior written consent on its use for other purposes is obtained from the Originating Party.

ARTICLE 6

Transmission of Classified Information

(1) Classified Information shall be transmitted between the Parties through diplomatic channels, by authorized couriers or through other secure channels mutually agreed between the Competent Security Authorities of the Parties.

(2) Delivery of large items or quantities of Classified Information shall be arranged on a case-by-case basis.

(3) Electronic transmission of Classified Information shall be carried out through cryptographic means mutually agreed between the Competent Security Authorities of the Parties.

ARTICLE 7

Languages

Within the framework of implementation of the provisions of this Agreement, the Parties shall use English or their official languages. In case of using the official language, translation into the official language of the other Party or English shall be attached.

ARTICLE 8

Translation and Reproduction of Classified Information

- (1) Translation and reproduction of Classified Information shall be made in accordance with the national legislation of the state of the Receiving Party and in compliance with the following requirements:
 - a) individuals, who do translation and reproduction, shall possess appropriate Personnel Security Clearances, in accordance with the national legislation of their state;
 - b) translations and copies shall be marked and protected as the original Classified Information;
 - c) translation and the number of copies shall be limited to that required for official purposes;
 - d) translation shall bear an appropriate note in the language of the translation, indicating that it contains Classified Information received from the Originating Party.
- (2) Translation and reproduction of Classified Information may be limited or excluded by the Originating Party.
- (3) Classified Information at the security classification level of "SECRET /...../SECRET" shall be reproduced only upon a prior written consent of the Originating Party.
- (4) Classified Information at the security classification level of "STRICT SECRET /...../TOP SECRET" shall not be reproduced by the Receiving Party, and shall be translated only upon a prior written consent of the Originating Party.

ARTICLE 9

Destruction of Classified Information

- (1) Classified Information shall be destroyed in such a way that excludes the restoration of its content either fully or partially. The destruction shall be made in accordance with this Agreement and the national legislation of the state of the Receiving Party.
- (2) The Receiving Party shall immediately inform the Originating Party about the destruction.
- (3) Classified Information at the security classification level of "STRICT SECRET /...../TOP SECRET" shall not be destroyed, but returned to the Originating Party, except as provided by Paragraph 5 of this Article.
- (4) Upon request of the Originating Party, Classified Information shall be returned.

- (5) In cases of crisis situation or other extremely urgent necessity, when it is impossible to protect or return Classified Information exchanged or generated under this Agreement, Classified Information shall be destroyed immediately. The Receiving Party shall immediately inform the Originating Party thereof.

ARTICLE 10

Classified Contracts

- (1) Either Party wishing to conclude a Classified Contract with a Contractor in the state of the other Party, or wishing to authorize one of its own Contractors to conclude a Classified Contract in the territory of the state of the other Party under a classified project, shall obtain through its Competent Security Authority a prior written confirmation from the Competent Security Authority of the other Party, that the proposed potential Contractor is granted a Facility Security Clearance of appropriate security classification level and has suitable facilities to handle and store Classified Information of the same security classification level.
- (2) Each Classified Contract, concluded under this Agreement, shall include:
- a) commitment of the Contractor to ensure that its facilities meet necessary conditions for handling Classified Information of appropriate security classification level;
 - b) commitment of the Contractor to ensure that individuals, who perform duties requiring access to Classified Information, are granted Personnel Security Clearances of appropriate security classification level;
 - c) commitment of the Contractor to ensure that all individuals with access to Classified Information are informed of their responsibility towards the protection of Classified Information in accordance with the national legislation of their states;
 - d) commitment of the Contractor to perform periodical security inspections of its facilities;
 - e) list of areas in which Classified Information can be created;
 - f) procedure for reporting any changes in the security classification level of Classified Information;
 - g) list of communication means and electronic means for transmission;
 - h) procedure for the transmission of Classified Information;
 - i) commitment of the Contractor to forward a copy of the Classified Contract to its own Competent Security Authority;
 - j) commitment of the Contractor to notify on any actual or suspected loss, compromise or destruction of Classified Information;

- k) commitment of the subcontractor to fulfill the same security obligations as the Contractor.
- (3) Each Classified Contract, concluded by Contractors under this Agreement, shall contain an appropriate Security Enclosure, including at least the following:
 - a) list of the Classified Information handled within the Classified Contract and their security classification levels;
 - b) procedure for reporting any changes in the security classification level of exchanged Classified Information;
 - c) channels for reporting any changes in the security classification level of exchanged Classified Information;
 - d) procedure for transporting Classified Information;
 - e) commitment to notify on any actual or suspected breach of security.
 - f)

A copy of the Security Enclosure to any Classified Contract shall be transmitted to the Competent Security Authority of the Party in the territory of which the Classified Contract will be implemented.

- (4) Representatives of the Competent Security Authorities of the Parties may visit each other in order to analyze the efficiency of the measures adopted by a Contractor for the protection of Classified Information involved in a Classified Contract. Notice of the visit shall be provided, at least, twenty days in advance.

ARTICLE 11

Visits

- (1) Visits involving access to Classified Information by citizens from the state of one Party to the state of the other Party, are subject to a prior written consent of the Competent Security Authority of the host Party.
- (2) Visits involving access to Classified Information shall be allowed by the Party to visitors from the other Party, only if they have been granted appropriate Personnel Security Clearances and have been authorized to receive or to have access to Classified Information in accordance with the national legislation of their state.
- (3) Visits involving access to Classified Information by citizens from a third state, shall only be authorized by a mutual agreement between the Competent Security Authorities of the Parties.
- (4) Competent Security Authority of the host Party shall receive a request for visit from the Competent Security Authority of the other Party at least thirty days in advance.
- (5) In urgent cases, a request for visit shall be transmitted at least seven days in advance.
- (6) The request for visit shall include:

- a) visitor's name and surname, place and date of birth, citizenship, passport or identification document number;
 - b) position title of the visitor, and name of the legal entity represented by the visitor;
 - c) name, address, phone/fax number, e-mail and point of contact of the legal entity to be visited;
 - d) confirmation of the visitor's Personnel Security Clearance, its security classification level and validity;
 - e) object and purpose of the visit;
 - f) expected date and duration of the requested visit in case of recurring visits, total period covered by the visits shall be stated;
 - g) date, signature and stamping of the official seal of the Competent Security Authority.
- (7) Competent Security Authorities of the Parties may draw up lists of individuals authorized to make recurring visits. The lists are valid for a maximum one-year-period.

ARTICLE 12

Breach of Security

- (1) In case of a breach of security that results in actual or suspected loss, compromise or destruction of Classified Information exchanged or generated under this Agreement, Competent Security Authority of the Party, where the breach of security has occurred, shall inform the Competent Security Authority of the other Party as soon as possible and shall initiate appropriate investigation.
- (2) If a breach of security arises in a state other than the states of the Parties, Competent Security Authority of the Party which released the Classified Information to the Third Party, shall take the actions stated in Paragraph 1 of this Article.
- (3) The other Party shall, upon request, cooperate in the investigation in accordance with Paragraph 1 of this Article.
- (4) The other Party shall be informed of the results of the investigation and shall receive the English translation of the final report on the reasons and extent of the damage

ARTICLE 13

Expenses

Each Party shall bear its own expenses incurred in the course of application and supervision of this Agreement, unless the Parties agree otherwise on a case-by-case basis.

ARTICLE14
Settlement of Disputes

Any dispute regarding the interpretation or application of this Agreement shall be resolved between the Parties by means of consultations and/or negotiations.

ARTICLE15
Final Provisions

- (1) This Agreement is concluded for an indefinite period of time and enters into force on the first day of the next month after the date of the receipt of the latest written notification, by which the Parties have notified each other, through diplomatic channels, that their internal procedures necessary for the entry into force have been fulfilled.
- (2) Either Party may terminate this Agreement by giving a written notice of termination to the other Party through diplomatic channels. In such case, this Agreement will be terminated six months after the date of the receipt of the termination notice by the other Party.
- (3) Notwithstanding the termination of this Agreement, the Parties shall ensure that all Classified Information shall continue to be protected until the Originating Party dispenses the Receiving Party from this obligation.
- (4) This Agreement shall be amended and supplemented by mutual written agreement of the Parties. These amendments and supplements shall be concluded as a separate document, which will constitute an integral part of this Agreement and shall enter into force in accordance with Paragraph 1 of Article 15 of this Agreement

Done at, on20....in two original copies, each in the Romanian, Lithuanian and English languages, all texts being equally authentic. In case of divergences in the interpretation of the provisions of this Agreement by the Parties, the text in English language shall prevail.

**FOR THE GOVERNMENT OF
THE REPUBLIC OF MOLDOVA**

**FOR THE GOVERNMENT OF
THE REPUBLIC OF LITHUANIA**