

No. 49020

**Latvia
and
Romania**

Agreement between the Government of the Republic of Latvia and the Government of Romania on mutual protection of classified information. Bucharest, 11 June 2009

Entry into force: *17 August 2010 by notification, in accordance with article 14*

Authentic texts: *English, Latvian and Romanian*

Registration with the Secretariat of the United Nations: *Latvia, 4 October 2011*

**Lettonie
et
Roumanie**

Accord entre le Gouvernement de la République de Lettonie et le Gouvernement de la Roumanie relatif à la protection mutuelle des informations classifiées. Bucarest, 11 juin 2009

Entrée en vigueur : *17 août 2010 par notification, conformément à l'article 14*

Textes authentiques : *anglais, letton et roumain*

Enregistrement auprès du Secrétariat des Nations Unies : *Lettonie, 4 octobre 2011*

[ENGLISH TEXT – TEXTE ANGLAIS]

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

The Government of the Republic of Latvia and the Government of Romania, hereinafter called the Contracting Parties,

In order to safeguard the Classified Information exchanged directly or through other state bodies or legal public or private entities which deal with Classified Information of the state of the other Contracting Party and within the framework of activities which fall under the responsibility of the Competent Security Authorities of the states of the Contracting Parties,

Have agreed on the following:

**ARTICLE 1
APPLICABILITY**

1. This Agreement (hereinafter referred to as Agreement) shall form the basis of any activity, involving, in compliance with national laws and regulations, the exchange of Classified Information between the Contracting Parties through Competent Security Authorities or through other state bodies or legal public or private entities, concerning the following cases:

- a) cooperation between the Contracting Parties in the field of national defence and national security;
- b) cooperation, joint ventures, contracts or any other relation between state bodies or legal public or private entities of the states of the Contracting Parties in the field of national defence and national security;
- c) sales of equipment, products and know-how.

2. This Agreement shall not affect the commitments of both Contracting Parties which stem from other international agreements and shall not be used against the interests, security and territorial integrity of other states.

ARTICLE 2 DEFINITIONS

For the purpose of this Agreement:

a) Classified Information means:

any information, document and material of any kind, regardless of its form of appearance, mode and circumstances of generation that requires protection from unauthorised access for reasons of public interest and which has been classified by either Contracting Party in accordance with its national laws and regulations;

b) Security Classification means:

category which, according to the national laws and regulations, characterises the importance of Classified Information and which determines certain restrictions of access to it, measures of protection and marking;

c) Classified Contract means:

an agreement between state bodies and legal public or private entities or between legal public or private entities themselves, creating and defining enforceable rights and obligations between them, which contains or involves Classified Information;

d) Contractor or Sub-contractor means:

legal public or private entity entitled to conclude Classified Contracts, in accordance with the national laws and regulations of the states of the Contracting Parties;

e) Breach of Security means:

an act or an omission contrary to national laws and regulations, the result of which may endanger or compromise Classified Information;

f) Compromise of Classified Information means:

a situation when – due to a Breach of Security or adverse activity (such as espionage, act of terrorism or theft) – Classified Information has lost its confidentiality, integrity or availability, or supporting services and resources have lost their integrity or availability. This includes loss, disclosure to unauthorised individuals, unauthorised modification, unauthorised destruction or denial of service;

g) Security Aspects Letter means:

a document issued by the appropriate authority as a part of any Classified Contract or sub-contract, identifying the security requirements or those elements of the contract requiring security protection;

h) Security Classification Check-List means:

a listing of the information connected with the various aspects of a Classified Contract that should be classified and the Security Classification levels assigned thereto. That listing may be annexed to or incorporated in a Security Aspects Letter;

i) Personnel Security Clearance means:

a positive decision made by a competent authority and stemming from an investigative procedure which is to determine the loyalty and trustworthiness of a person and affirm the conformity with other conditions set out in national laws and regulations;

j) Facility Security Clearance means:

a positive decision made by a competent authority which is to determine the capability of a public or private entity to hold and safeguard Classified Information appropriately and affirm the conformity with other conditions set out in national laws and regulations;

k) Need to know means:

a principle according to which access to Classified Information is granted individually only to those persons who, in performing their official duties, need to access such information;

l) Competent Security Authority means:

the authority of the Contracting Party which, in compliance with national laws and regulations, coordinates, at national level, the activity of protection of Classified Information. Such authorities are listed in Article 6;

m) Designated Security Authority means:

the institution which, in compliance with national laws and regulations and coordinated by the Competent Security Authority, has specific competences in the field of the protection of Classified Information;

n) Third Party means:

an international organisation, a Government, legal public or private entity which is not party to this Agreement.

ARTICLE 3

PROTECTION OF CLASSIFIED INFORMATION

1. In accordance with national laws and regulations, the Contracting Parties shall take appropriate measures to ensure the protection of Classified Information exchanged or jointly created as a result of any agreement or relation between the state bodies and the legal public or private entities of their respective states, in accordance with the equivalence of the Security Classification levels provided in Article 4.

2. The receiving Contracting Party and the state bodies or legal public or private entities of its state shall neither use a lower Security Classification level for the received Classified Information nor declassify this information without the prior written consent of the Competent Security Authority of the state of the originating Contracting Party. The Competent Security Authority of the originating Contracting Party shall inform about any changes in Security Classification of the exchanged information.

3. Documents marked **SEVIȘKI SLEPENI / STRICT SECRET DE IMPORTANTĂ DEOSEBITĂ / TOP SECRET** shall be translated and copied only with the prior written consent of the Competent Security Authority of the originating Contracting Party.

4. Classified Information shall be destroyed in such a manner that any reconstruction of Classified Information in whole or in part be impossible. The originating Contracting Party shall be notified about the destruction. Classified Information **SEVIȘKI SLEPENI / STRICT SECRET DE IMPORTANTĂ DEOSEBITĂ / TOP SECRET** shall not be destroyed, but returned to the originating Contracting Party. When the returning is not possible, Classified Information **SEVIȘKI SLEPENI / STRICT SECRET DE IMPORTANTĂ DEOSEBITĂ / TOP SECRET** shall be destroyed.

5. Access to locations and facilities where Classified Information received from the other Contracting Party is handled shall be allowed only to those persons authorised in accordance with the national laws and regulations of the states of the Contracting Parties, with the observance of the "Need to know" principle.

6. None of the Contracting Parties shall release received Classified Information to a Third Party without prior written consent of the Competent Security Authority of the state of the originating Contracting Party. The present Agreement shall not be invoked by either Contracting Party to obtain Classified Information that the other Contracting Party has received from a Third Party.