

No. 51259

**Finland
and
Luxembourg**

Agreement between the Government of the Republic of Finland and the Government of the Grand-Duchy of Luxembourg concerning the Mutual Protection and Exchange of Classified Information. Brussels, 1 December 2011

Entry into force: *1 August 2013, in accordance with article 15*

Authentic texts: *English, Finnish and French*

Registration with the Secretariat of the United Nations: *Finland, 13 August 2013*

**Finlande
et
Luxembourg**

Accord entre le Gouvernement de la République de Finlande et le Gouvernement du Grand-Duché de Luxembourg concernant la protection et l'échange réciproque des Informations Classifiées. Bruxelles, 1^{er} décembre 2011

Entrée en vigueur : *1^{er} août 2013, conformément à l'article 15*

Textes authentiques : *anglais, finnois et français*

Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies : *Finlande, 13 août 2013*

Agreement
between

the Government of the Republic of Finland
and
the Government of the Grand-Duchy of Luxemburg

concerning the Mutual
Protection and Exchange of Classified Information

The Government of the Republic of Finland and the Government of the Grand-Duchy of Luxemburg, hereinafter referred to as “the Parties”,

Considering that the Parties co-operate in foreign affairs, defence, security, police, scientific, industrial and technological matters,

In order to ensure the protection of any Classified Information exchanged in confidence directly between the Parties, or public or private legal entities or individuals under the jurisdiction of the Parties,

Have agreed as follows:

Article 1

Objective and Scope

The objective of this Agreement is to ensure protection of Classified Information that is exchanged or created in the process of cooperation between the Parties.

Article 2

Definitions

For the purposes of this Agreement:

- a) *Classified Information* means any information, document or material of whatever form to which a security classification level has been applied and which has been marked accordingly under national laws or regulations, as well as any information, document or material that has been generated on the basis of such Classified Information and marked accordingly;
- b) *Classified Contract* means any contract or sub-contract, including any pre-contractual negotiations, which contains or involves Classified Information;
- c) *Competent Security Authority* means the National Security Authority, a Designated Security Authority or any other competent body authorised by national laws and regulations to implement obligations arising from this Agreement;
- d) *Need-to-Know* means a principle by which access to Classified Information may only be granted to individuals in connection with their official duties or tasks;
- e) *Originator* means the Party as well as any public or private legal entity under its authority producing or providing the Classified Information;
- f) *Recipient* means the Party as well as any public or private legal entity under its authority to which the Classified Information is provided by the Originator;
- g) *Third Party* means any State or legal entity that is not a Party to this Agreement or an individual who is not under the jurisdiction of either Party.

Article 3

Competent Security Authorities

1. The National Security Authorities designated by the Parties as ultimately responsible for the oversight of all aspects of this Agreement are:

<u>In the Republic of Finland:</u>	<u>In the Grand-Duchy of Luxemburg</u>
Ministry for Foreign Affairs National Security Authority Helsinki Finland	Service de Renseignement de l'Etat Autorité nationale de Sécurité Luxemburg Grand-Duchy of Luxembourg

2. The Parties shall notify each other of any other Competent Security Authorities which shall be responsible for the implementation of aspects of this Agreement.
3. The Parties shall notify each other of any subsequent changes to the Competent Security Authorities.

Article 4

Security Classifications

1. Any Classified Information provided under this Agreement shall be marked with the appropriate security classification level under the national laws and regulations of the Parties.
2. The Parties agree that the classification levels shall correspond to one another as follows and be considered as equivalent:

<u>In the Republic of Finland¹</u>	<u>In the Grand-Duchy of Luxemburg</u>
ERITTÄIN SALAINEN	TRES SECRET LUX

¹ Security classification markings shall be made in Swedish on documents written or translated in Swedish. Markings in Swedish may also be made in other cases if the State authority considers it necessary. The Finnish and Swedish security classification markings correspond to each other as follows: "ERITTÄIN SALAINEN" – "YTTERST HEMLIQ", "SALAINEN" – "HEMLIG", "LUOTTAMUKSELLINEN" – "KONFIDENTIELL", and "KÄYTTÖ RAJOITETTU" – "BEGRÄNSAD TILLGÅNG".

SALAINEN	SECRET LUX
LUOTTAMUKSELLINEN	CONFIDENTIEL LUX
KÄYTTÖ RAJOITETTU	RESTREINT LUX

3. The Recipient shall ensure that the classifications are not altered or revoked, except as authorised in writing by the Originator.

Article 5

Protection of Classified Information

1. The Parties shall take all appropriate measures under their national laws and regulations to protect Classified Information provided under this Agreement. They shall afford such information an equivalent level of protection as they afford to their own information at the corresponding level of classification.
2. The Parties shall not provide access to Classified Information to Third Parties without the prior written consent of the Originator.
3. Access to Classified Information shall be limited to individuals who have a 'Need-to-Know' and who, in accordance with national laws and regulations, have been security cleared and authorised to have access to such information as well as briefed on their responsibilities for the protection of Classified Information.
4. Classified Information shall be used solely for the purpose for which it has been provided.

Article 6

Classified Contracts

1. In case of Classified Contracts concluded in the territory of either of the Parties, the National Security Authority of the Originator shall obtain prior written assurance from the National Security Authority of the Recipient that the proposed Contractor holds a Facility Security Clearance of an appropriate level.
2. In the case of an open tender the Competent Security Authority of the Recipient may provide the Competent Security Authority of the Originator with the relevant security clearance certificates without a formal request.
3. The Competent Security Authority shall confirm whether the Contractor has been granted a Facility Security Clearance appropriate to the level of classification concerned. It shall also carry a responsibility for ensuring that the security conduct of the cleared Contractor is in accordance with national laws and regulations.