

No. 45131*

**Latvia
and
Israel**

Agreement between the Government of the Republic of Latvia and the Government of the State of Israel regarding mutual protection of classified information in the field of defence and military cooperation. Tel Aviv, 6 March 2006

Entry into force: *6 March 2006 by signature, in accordance with article 13*

Authentic texts: *English, Hebrew and Latvian*

Registration with the Secretariat of the United Nations: *Latvia, 21 July 2008*

**Lettonie
et
Israël**

Accord entre le Gouvernement de la République de Lettonie et le Gouvernement de l'État d'Israël relatif à la protection mutuelle des informations classifiées en matière de défense et de coopération militaire. Tel Aviv, 6 mars 2006

Entrée en vigueur : *6 mars 2006 par signature, conformément à l'article 13*

Textes authentiques : *anglais, hébreu et letton*

Enregistrement auprès du Secrétariat des Nations Unies : *Lettonie, 21 juillet 2008*

* *The texts reproduced below are the original texts of the agreement as submitted. For ease of reference, they were sequentially paginated. The relevant Treaty Series volume will be published in due course.*

Les textes reproduit ci-dessous sont les textes authentiques de l'accord tel que soumises pour l'enregistrement. Pour référence, ils ont été présentés sous forme de la pagination consécutive. Le volume correspondant du Recueil des Traités sera disponible en temps utile.

[ENGLISH TEXT – TEXTE ANGLAIS]

The Government of the Republic of Latvia and the Government of the State of Israel, hereinafter referred to as the Parties,
intending to ensure the mutual protection of all Classified Information, in the field of Defence and Military Cooperation which has been classified in the state of the one Party and transferred to the state of the other Party,
desiring to establish the rules of the mutual protection of Classified Information, which shall be extended to agreements relating to defense and military cooperation to be concluded between the Parties and the contracts to be signed between organizations and institutions of the states, legal entities and persons, if applicable, authorized to exchange Classified Information,
Have Agreed As Follows:

Article 1: Definitions

For the purpose of this Agreement:

1. Classified Information means:

- A. Any classified item, be it an oral communication of classified contents or the electrical or electronic transmission of a classified message, or a "material" as defined in (b) below;
 - B. "Material" includes "document" as defined in (c) below, and any item of machinery, equipment, weapon or weapon-systems either manufactured or in the process of manufacture;
 - C. "Document" means any form of recorded information regardless of type of recording media; Which in the interest of national security of either Party and in accordance with its national laws and regulations, requires protection against unauthorized disclosure and which has been classified in accordance with its national laws and legislation.
- 2. Contractor - an individual or legal entity possessing the legal capacity to undertake Classified Contracts.
 - 3. Classified Contract - an agreement between two or more legal entities or individuals creating and defining enforceable rights and obligations between them, which contains or includes Classified Information.
 - 4. Competent Security Authority - the authority of the State of the Party, which in compliance with national laws and regulations is responsible for the protection of Classified Information and for the implementation of this Agreement. Such authorities are listed in Article 4 of this Agreement.
 - 5. Receiving Party- the Party to which the Classified Information is transferred as represented by the Competent Security Authority.
 - 6. Originating Party - the Party initiating the Classified Information as represented by the Competent Security Authority.
 - 7. Third Party - any state, organization, legal entity, and individual which is not a Party to this Agreement.
 - 8. Need to Know - a principle that access to Classified Information may only be granted to a person who has a verified need to know by virtue of his/her duties, within the framework of which the information was released to the Receiving Party.

Article 2: Security Classifications

The security classifications and their equivalents of the Parties are:

REPUBLIC OF LATVIA	EQUIVALENT IN ENGLISH	STATE OF ISRAEL
SEVIŠĶI SLEPENI	TOP SECRET	SODI BEYOTER
SLEPENI	SECRET	SODI
KONFIDENCIALI	CONFIDENTIAL	SHAMUR
INFORMACIJA DIENESTA VAJADZIBĀM	RESTRICTED	SHAMUR

Article 3: Protection Of Classified Information

- 1. Access to Classified Information shall be limited to those persons who have a Need to Know, and who have been security cleared by the Competent Security Authority of the Receiving Party, in accordance with its national laws and regulations, corresponding to the required security classification of the information to be accessed.

2. The Originating Party shall ensure that the Receiving Party is informed of:
 - A. The security classification of the Classified Information and any conditions of release or limitations on its use, and that the Classified Information is so marked.
 - B. Any subsequent change in security classification.
3. The Receiving Party shall:
 - A. In accordance with its national laws and regulations, provide the same level of security protection to Classified Information as provided by the Originating Party, subject to Article 2 of this Agreement.
 - B. Ensure that security classification is not amended and Classified Information is not declassified unless authorized in writing by the Originating Party.

Article 4: Competent Security Authorities

1. The Competent Security Authorities of the states of the Parties are:

For the Republic of Latvia:

- The Constitution Protection Bureau- Miera street 85a Riga LV 1013, Latvia;

For the State of Israel:

- The Directorate of Security for the Defense Establishment - Hakirya Tel-Aviv, Israel.

2. In order to achieve and maintain comparable standards of security, the respective Competent Security Authorities shall, on request, provide each other with information about the security standards, procedures and practices for safeguarding Classified Information in the respective state of the Party.

3. The respective Competent Security Authorities of the states of both Parties can conclude executive documents to this Agreement.

Article 5: Restrictions On Use Of Classified Information and Disclosure

1. Unless written consent of the Originating Party is given, the Receiving Party shall not disclose or use, or permit the disclosure or use of any Classified Information.
2. The Receiving Party shall not pass to any Third Party any Classified Information, provided under the provisions of this Agreement, nor shall it publicly disclose any Classified Information without the prior written permission of the Originating Party.

Article 6 Transfer Of Classified Information

1. Classified Information shall be transferred normally by means of diplomatic, military and/or other courier services approved by the Competent Security Authorities. The Receiving Party shall confirm in writing the receipt of Classified Information.
2. If a large consignment containing Classified Information is to be transferred the respective Competent Security Authorities shall mutually agree on and approve the means of transportation, the route and security measures for each such case.
3. Other approved means of transfer or exchange of Classified Information, including electromagnetic transmission may be used if agreed upon by the Competent Security Authorities.

Article 7 Translation, Reproduction, Destruction

1. Documents containing information classified SEVIŠĶI SLEPENI / TOP SECRET / SODI BEYOTER shall be allowed for translation and copying only on the written permission of the respective Competent Security Authority of the state of the Originating Party.
2. Translation of any Classified Information shall be made by appropriately security-cleared individuals. Such translation should bear appropriate security classification markings in the language into which it is translated indicating that the translation contains Classified Information of the state of the Originating Party.
3. Copies and translations of Classified Information of the state of the Originating Party shall be marked with the same classification markings as the originals and shall be handled as originals. Such reproduced information shall be placed under the same controls as the original information. The number of copies shall be limited to that required for official purposes.
4. Classified Documents shall be destroyed or modified in such a manner so as to prevent their reconstruction.
5. Document or material containing information, classified SEVIŠĶI SLEPENI / TOP SECRET/ SODI BEYOTER shall not be destroyed. It shall be returned to the respective Competent Security Authority of the state of the Originating Party.

Article 8 Classified Contracts

1. If there is a need to conclude a Classified Contract with a Contractor residing in the territory of the state of the other Party or with Contractor of the other Party residing in the territory of the state of the first men-

tioned Party, an assurance from the Competent Security Authority shall be obtained in advance that the proposed Contractor has a security clearance corresponding to the required classification level and has implemented appropriate security arrangements to ensure the protection of Classified Information. This assurance also involves the obligation to ensure that the security arrangements of the security cleared Contractor correspond to national laws and regulations on protection of Classified Information and that these arrangements are supervised by the Competent Security Authority.

2. The Classified Contracts between the legal entities of the states of the Parties shall be concluded in accordance with the national laws and regulations of the states of the Parties.

3. The Competent Security Authority is responsible for ensuring that Classified Information, which has been either released to the Contractor of the other Party or generated in connection with; a Classified Contract, has been assigned a security classification. On request of the Competent Security Authority of one Party, the Competent Security Authority of the other Party shall provide a security requirements list. The Competent Security Authority of one Party shall provide the Competent Security Authority of the other Party with a notification stating that the Contractor has undertaken to observe national laws and regulations on the protection of Classified Information.

4. At all events, the Competent Security Authority shall ensure that the Contractor will handle the parts of a contract which require classification, in the same manner as Classified Information of the state of the Contractor in compliance with the security classification defined in the Article 2 of this Agreement.

5. Should the Competent Security Authority approve a classified sub contract, this Article shall apply accordingly.

6. The Competent Security Authorities shall ensure that a Classified Contract is authorized only after the Contractor has implemented all the necessary security measures.

Article 9: Visits

1. Access to Classified Information and to premises where classified projects are carried out, will be granted by one Party to any person from the other Party's country if previous permission from the Competent Security Authority of the Hosting Party has been obtained. Such permission shall be granted only upon visit applications to persons who have been security cleared and authorized to deal with Classified Information (hereinafter referred to as: "the Visitors").

2. The Competent Security Authority of the Sending Party shall notify the Competent Security Authority of the Hosting Party of planned visits, at least three weeks in advance. In case of special needs, security authorization of the visit will be granted as soon as possible, subject to prior coordination.

3. Visit applications shall include at least the following data:

a. Name and last name of the visitor, dates and place of birth, nationality and passport number or other identity documents.

b. Official title of the visitor and the name of the entity, plant of the legal entity or organization represented by him/her.

c. Certification of security clearance of the visitor, given by the Competent Security Authorities of the Sending Party.

d. Planned date of visit.

e. Purpose of the visit.

f. Name of persons, plants, installations, organizations and premises requested to be visited.

4. Upon approval of the Competent Security Authority, the visit permission can be granted for a specific period of time, as necessary for a specific project. Multiple visit permissions will be granted for a period not exceeding 12 months. Such permission shall be granted by the relevant Competent Security Authorities of the Parties.

5. Each Party shall ensure the protection of personal data of the visitors according to its applicable national laws and regulations.

Article 10: Breach Of Security

1. In case of a breach of security aspects that results in certain or suspected compromise of Classified Information, originated or received from the other Party, the Competent Security Authority in whose state the compromise occurred shall inform the Competent Security Authority of the other Party as soon as possible and carry out the appropriate investigation. The other Party shall, if required, cooperate in the investigation.

2. In any case, the other Party shall be informed of the results of the investigation and shall receive the final report as to the compromised Classified Information, the reasons of the event and the corrective, meas-

ures undertaken.

Article 11: Coverage Of Expenses

Each Party shall waive claims to other Party for reimbursements of expenditures incurred under the implementation of this Agreement.

Article 12: Dispute Resolution

1. In the event of any dispute arising between the Parties to this Agreement, whether such dispute shall relate to the interpretation of the Agreement or to the execution of the terms hereof or any matter arising therefrom, the Parties shall, in the first instance, make every reasonable effort to reach an amicable settlement.

2. In the event, however, of the Parties failing to reach such settlement, the Parties agree to submit the dispute to the Director of the Constitution Protection Bureau for the Latvian Party and the Director of Security for Israel Defense Establishment for the Israeli Party. Any decision given shall be final and binding on the Parties to this Agreement.

3. During the pending of any dispute, and/or controversy, both Parties shall continue to fulfill all their obligations under this Agreement.

4. Under no circumstances, any disputes arising from the interpretation of this Agreement will be referred to any third country or to any National or International Tribunal.

Article 13: Final Provisions

1. This Agreement shall enter into force upon signing by the Parties.

2. This Agreement shall remain in effect until terminated by either Party giving the other Party six*(6) months prior written notice of termination, through diplomatic channels. Notwithstanding the termination of this Agreement, all Classified Information provided pursuant to this Agreement shall continue to be protected in accordance with the provisions set forth herein, until the Originating Party will dispense the Receiving Party from this obligation. In case of termination, the Parties shall enter into consultations in order to specify the security aspects of the existing projects.

3. Each Party shall promptly notify the other Party of any amendments to its national laws and regulations that may affect the protection of Classified Information under this Agreement. In such case, the Parties shall consult to consider possible amendments to this Agreement. In the meantime, Classified Information shall continue to be protected as described herein, unless requested otherwise in writing by the Originating Party.

4. This Agreement may be amended on the basis of mutual written consent of both Parties. Such amendments shall enter into force in accordance with paragraph 1 of this Article.

5. All communication generated by either Party to this Agreement shall be in writing in English.

6. All notices concerning termination of or amendments to the Agreement shall be effected through diplomatic channels.

7. All other notices shall be done through the following POCs:

Latvian Party

Republic of Latvia - Director of Constitution Protection Bureau

Israeli Party

The State of Israel -Ministry of Defense

Head of Security of Information for the Defense Establishment

Done in Tel Aviv on 6 March 2006 in two copies in the Latvian, Hebrew and English languages, all texts being equally authentic. In case of any divergence of interpretation of the provisions of this Agreement the English text shall prevail.

For the Government of the Republic of Latvia:

Jānis Kažociņš

Director of the Constitution Protection Bureau

For the Government of the State of Israel:

Yechiel Horev

Principal Deputy Director General

Director of Directorate of Security

of the Defense Establishment