

**No. 48440**

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**United Kingdom of Great Britain and Northern Ireland  
and  
Spain**

**General Security Agreement between the United Kingdom of Great Britain and Northern Ireland and the Kingdom of Spain concerning the protection of classified information exchanged between the two countries. Madrid, 26 February 2009**

**Entry into force:** *1 March 2011 by notification, in accordance with article 16*

**Authentic texts:** *English and Spanish*

**Registration with the Secretariat of the United Nations:** *United Kingdom of Great Britain and Northern Ireland, 18 March 2011*

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**Royaume-Uni de Grande-Bretagne et d'Irlande du Nord  
et  
Espagne**

**Accord général de sécurité entre le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord et le Royaume d'Espagne relatif à la protection des informations classifiées échangées entre les deux pays. Madrid, 26 février 2009**

**Entrée en vigueur :** *1<sup>er</sup> mars 2011 par notification, conformément à l'article 16*

**Textes authentiques :** *anglais et espagnol*

**Enregistrement auprès du Secrétariat des Nations Unies :** *Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, 18 mars 2011*

[ ENGLISH TEXT – TEXTE ANGLAIS ]

**GENERAL SECURITY AGREEMENT BETWEEN THE UNITED  
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE  
KINGDOM OF SPAIN CONCERNING THE PROTECTION OF  
CLASSIFIED INFORMATION EXCHANGED BETWEEN THE TWO  
COUNTRIES**

The United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as the UK) and The Kingdom of Spain (together hereinafter referred to as the Parties) have, in the interests of national security, established the following arrangements which are set out in this General Security Agreement (GSA), wishing to ensure the protection of Classified Information transferred between the two countries or to commercial and industrial organisations in either of the two countries.

This GSA incorporates the security provisions of Part 4 of the Framework Agreement, between the French Republic, the Federal Republic of Germany, the Italian Republic, the Kingdom of Spain, the Kingdom of Sweden and the United Kingdom of Great Britain and Northern Ireland concerning measures to facilitate the restructuring and operation of the European Defence Industry, signed at Farnborough on 27 July 2000, hereafter referred to as “the Framework Agreement”.

**ARTICLE 1**

**Applicability**

1. This GSA sets out procedures for the protection of Classified Information exchanged between the Parties and falling under the responsibility of the respective National Security Authorities (NSA's)/Designated Security Authorities (DSA's).
2. This GSA shall not cover the exchange of Nuclear, Biological or Chemical information related to equipment commonly referred to as Weapons of Mass Destruction (WMD).

**ARTICLE 2**

**Definitions**

The following terms are defined in the interests of clarity:

1. “Classified Information” means any information (namely, knowledge that can be communicated in any form) or Material determined to require protection against unauthorised disclosure which has been so designated by a security classification.

2. “Material” means any item or substance from which information can be derived. This includes Documents, equipment, weapons or components.
3. “Document” means any recorded information regardless of physical form or characteristics, e.g. written or printed matter (inter alia, letter, drawing, plan), computer storage media (inter alia, fixed disc, diskette, chip, magnetic tape, CD), photograph and video recording, optical or electronic reproduction of them.
4. “Contractor” means an individual or legal entity possessing the legal capability to undertake contracts.
5. “Designated Security Authority (DSA)/Competent Security Authority (CSA)” means a Government Authority responsible for implementing the security requirements covered by this GSA.
6. “Contract” means an agreement between two or more parties creating and defining enforceable rights and obligations between them.
7. “Classified Contract” means a Contract which contains or involves Classified Information.
8. “National Security Authority (NSA)” means the ultimate Government Authority in the Parties responsible for the security of Classified Information covered by this GSA.
9. “Originating Party” means the Party originating the Classified Information as represented by the NSA.
10. “Recipient Party” means the Party to which the Classified Information is transmitted as represented by the NSA.
11. “Facility” means an installation, plant, factory, laboratory, office, university or other educational institution or commercial undertaking (including any associated warehouses, storage areas, utilities and components which when related by function and location, form an operating entity), and any government department, agency or establishment.
12. “Security Official” means an individual designated by a NSA/DSA to implement industrial security requirements at a government establishment or contractor’s premises.

ARTICLE 3

**Responsible National Security Authorities**

1. The National Security Authorities (NSA) responsible for security of Classified Information under this GSA in each country are:

FOR THE UNITED KINGDOM

Cabinet Office  
Security Policy Division  
26 Whitehall  
London SW1A 2WH  
United Kingdom

FOR THE KINGDOM OF SPAIN

Secretario de Estado, Director del Centro Nacional de Inteligencia  
National Security Office  
Avda. Padre Huidobro, s/n  
28023 Madrid  
España

2. For the purpose of implementing this GSA, the Parties shall inform each other of their respective DSAs or CSAs.

ARTICLE 4

**Security Classifications**

The security classifications and their equivalents in the two countries are:

IN THE UK	IN SPAIN
UK SECRET	RESERVADO
UK CONFIDENTIAL	CONFIDENCIAL
UK RESTRICTED	DIFUSIÓN LIMITADA

ARTICLE 5

**Restrictions on Use and Disclosure of Exchanged Classified Information**

1. Subject to the provisions of paragraph (2) of this Article, unless express written consent is given to the contrary, the Receiving Party shall not disclose or

use, or permit the disclosure or use of, any Classified Information except for the purposes and within any limitations stated by or on behalf of the Originating Party.

2. Within the scope of its national law, the Receiving Party shall take all steps reasonably available to it to keep Classified Information transmitted to it by the Originating Party free from disclosure under any legislative provision or other rule of law, unless the Originating Party consents to such disclosure. If there is any request to declassify or disclose any Classified Information transmitted under the provisions of this GSA, the Receiving Party shall immediately notify the Originating Party and both Parties shall consult each other before any decision is taken.

3. Subject to the provisions of paragraph (2) of this Article, the Recipient Party shall not release, disclose or permit the release or disclosure of the Classified Information transmitted under the provisions of this GSA to any Government official, contractor or national of a third country or to any international organisation without the prior written consent of the Originating Party.

4. Personal Security Clearances for nationals of the Parties residing and requiring access to Classified Information in their own country shall be undertaken by their NSA/DSA/CSA.

5. However, Personal Security Clearances for nationals of the Parties who are legally resident in the country of the other Party and apply for a job in that country shall be undertaken by the NSA/DSA/CSA of that country conducting overseas checks as appropriate, and notifying the country of origin.

6. A Personal Security Clearance issued by one NSA/DSA/CSA shall be accepted by the other NSAs/DSAs/CSAs of the Parties for employment involving access to Classified Information within a company in their country.

## ARTICLE 6

### **Protection of Classified Information**

1. Within the scope of their national laws, the Parties shall take all appropriate measures to ensure the security protection of Classified Information transmitted between them or transmitted to, held by, or generated by a Contractor or a Facility in connection with a Classified Contract placed by one Party within the territory or jurisdiction of the other Party.

2. The Originating Party shall ensure that the Recipient Party is informed of:

- a. the security classification of the information and any conditions of release or limitations on its use, and that such information is so marked.
- b. any subsequent change in security classification.