

No. 50088

**United Nations
and
Austria**

Agreement between the United Nations and the Austrian Federal Government on the exchange and mutual protection of classified information with the Office of the Ombudsperson established pursuant to Security Council resolution 1904 (2009). New York, 26 July 2012

Entry into force: *1 September 2012, in accordance with article 12*

Authentic texts: *English and German*

Registration with the Secretariat of the United Nations: *ex officio, 1 September 2012*

**Organisation des Nations Unies
et
Autriche**

Accord entre l'Organisation des Nations Unies et le Gouvernement fédéral d'Autriche sur l'échange et la protection réciproque des informations classifiées avec le Bureau du Médiateur établi en vertu de la résolution 1904 (2009) du Conseil de sécurité. New York, 26 juillet 2012

Entrée en vigueur : *1^{er} septembre 2012, conformément à l'article 12*

Textes authentiques : *anglais et allemand*

Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies : *d'office, 1^{er} septembre 2012*

[ENGLISH TEXT – TEXTE ANGLAIS]

**AGREEMENT BETWEEN THE UNITED NATIONS AND THE
AUSTRIAN FEDERAL GOVERNMENT ON THE EXCHANGE AND MUTUAL
PROTECTION OF CLASSIFIED INFORMATION WITH THE OFFICE OF THE
OMBUDSPERSON ESTABLISHED PURSUANT TO SECURITY COUNCIL
RESOLUTION 1904 (2009)**

The United Nations, acting through the Office of the Ombudsperson, and the Austrian Federal Government (hereinafter referred to as "the Parties");

Noting the mandate of the Office of the Ombudsperson pursuant to Security Council resolutions 1904 (2009) and 1989 (2011), including in particular the information gathering and analysis functions described therein;

Recognizing that, in executing the mandate, the Ombudsperson is obliged to ask States to provide information relevant to the delisting request and that such information may be of a confidential or classified nature;

With a view to ensuring respect for the confidentiality of classified information;

Have agreed upon the following:

**ARTICLE 1
DEFINITIONS**

For the purposes of this Agreement,

(1) "classified information" means any information of whatever form to which a security classification level has been attributed by either Party in accordance with its applicable legal provisions in order to ensure protection against any breach of security;

(2) "applicable legal provisions" mean

(a) for the Austrian Federal Government: all relevant laws and regulations of the Republic of Austria, in particular the 2002 Information Security Act (Federal Law Gazette I Nr. 23/2002), as amended;

(b) for the United Nations: all relevant rules and regulations of the United Nations, in particular the 1946 Convention on the Privileges and Immunities of the United Nations, and the Secretary-General's bulletin of 12 February 2007 on information sensitivity, classification and handling (ST/SGB/2007/6);

(3) "breach of security" means any act or omission contrary to the applicable legal provisions for each Party which results or may result in access or potential access to classified information by unauthorized persons, unauthorized disclosure, misuse, damage, destruction or loss of classified information;

(4) “originator” means the Austrian Federal Government, or any other authorities and agencies of the Republic of Austria, or the Office of the Ombudsperson which releases classified information;

(5) “receiver” means the Austrian Federal Government, or any other authorities and agencies of the Republic of Austria, or the Office of the Ombudsperson which receives classified information.

ARTICLE 2

EQUIVALENCE OF SECURITY CLASSIFICATION LEVELS

(1) The Parties agree on the equivalence of the following security classification levels:

Republic of Austria:

United Nations:

GEHEIM
VERTRAULICH

STRICTLY CONFIDENTIAL
CONFIDENTIAL

(2) Classified information of the Republic of Austria of the security classification level “EINGESCHRÄNKT” shall be considered equivalent to classified information of the United Nations of the security classification level “CONFIDENTIAL”.

ARTICLE 3

MARKING

(1) Classified information to be transmitted shall be marked by the originator with the appropriate security classification level.

(2) Classified information generated or reproduced in the course of cooperation under this Agreement shall also be marked.

(3) The security classification level shall only be altered or revoked by the originator. The receiver shall be informed in writing without delay about any alteration or revocation.

ARTICLE 4

PRINCIPLES OF THE PROTECTION OF CLASSIFIED INFORMATION

(1) The Parties shall take all appropriate measures in accordance with this Agreement and the applicable legal provisions for each Party to ensure the protection of the transmitted classified information and shall ensure the necessary control of this protection.

(2) The Parties shall afford transmitted classified information at least the same level of protection as they afford their own classified information of the equivalent security classification level.

(3) Transmitted classified information shall only be used for the purpose it has been released for and shall only be made accessible

(a) with regard to the Austrian Federal Government:
to persons authorized in accordance with the relevant laws and regulations of the Republic of Austria to have access to classified information of the equivalent security classification level requiring this access for the exercise of their duties.

(b) with regard to the United Nations:
to the Ombudsperson *in person* exclusively for the purpose of executing the mandate of the Ombudsperson as specified in the relevant Security Council resolutions.

(4) The Ombudsperson shall in the handling of transmitted classified information abide by the minimum standards as set out in Section 5 of the Secretary-General's bulletin (ST/SGB/2007/6).

(5) Any information, data or material physically provided to the Ombudsperson shall be maintained in a combination safe. Any such information, data or material shall not at any time be removed from the Office of the Ombudsperson and shall be handled in a manner so as to preclude any unauthorized access to the same. The information, data and material shall not be stored or processed electronically by the Ombudsperson.

(6) Classified information shall not be disclosed, released, publicized, declassified or otherwise made accessible to a third party without prior written consent of the originator.

(7) Classified information generated in the course of cooperation under this Agreement shall be protected in the same way as transmitted classified information.

ARTICLE 5 TRANSMISSION

Classified information shall be transmitted in hard copy through the Federal Ministry for European and International Affairs and the Ombudsperson. Receipt of classified information shall be acknowledged in writing.

ARTICLE 6 REPRODUCTION AND TRANSLATION

(1) Classified information shall be reproduced in accordance with the applicable legal provisions for each Party. The reproduction of classified information by the receiver may be restricted or excluded by the originator.

(2) Classified information shall only be translated by persons authorized by the originator to have access to classified information of the respective security classification level.

(3) Copies and translations shall be protected in the same way as originals.

**ARTICLE 7
DESTRUCTION OR RETURN**

Classified information that is no longer needed shall be returned to the originator or destroyed, as decided by the originator. Destruction of classified information shall be carried out by the receiver in accordance with its applicable legal provisions in a verifiable way and in a manner that does not permit a full or partial reconstruction.

**ARTICLE 8
BREACH OF SECURITY**

(1) In case of a suspected or established breach of security, the Party where the breach occurred shall inform the other Party immediately in writing and shall initiate the appropriate investigations. The other Party shall provide assistance upon request.

(2) The Parties shall inform each other about the result of the investigations and the measures taken.

**ARTICLE 9
EXPENSES**

Each Party shall bear its own expenses incurred in the course of the implementation of this Agreement.

**ARTICLE 10
NOTIFICATIONS**

(1) The Austrian Federal Government shall notify the contact details of the Federal Ministry for European and International Affairs and the other authorities and agencies of the Republic of Austria competent for the implementation of this Agreement.

(2) The United Nations shall notify the contact details of the Office of the Ombudsperson.

(3) The Parties shall inform each other of the respective applicable legal provisions and any significant amendments.

**ARTICLE 11
SETTLEMENT OF DISPUTES**

(1) Any dispute regarding the application or interpretation of this Agreement shall be resolved by direct consultations between the Parties.

(2) Nothing in this Agreement shall be construed as a waiver, express or implied, of the privileges and immunities of the Ombudsperson or of the United Nations and its