

No. 50948

**Finland
and
United States of America**

Agreement between the Government of the Republic of Finland and the Government of the United States of America concerning security measures for the protection of classified information (with appendix). Helsinki, 27 June 2012

Entry into force: *1 May 2013, in accordance with article 23*

Authentic texts: *English and Finnish*

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**Finlande
et
États-Unis d'Amérique**

Accord entre le Gouvernement de la République de Finlande et le Gouvernement des États-Unis d'Amérique concernant les mesures de sécurité pour la protection des informations classifiées (avec annexe). Helsinki, 27 juin 2012

Entrée en vigueur : *1^{er} mai 2013, conformément à l'article 23*

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Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies : *Finlande, 3 juin 2013*

[ENGLISH TEXT – TEXTE ANGLAIS]*

**AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF FINLAND
AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
CONCERNING SECURITY MEASURES FOR THE PROTECTION OF
CLASSIFIED INFORMATION**

Preamble

The Government of the Republic of Finland and the Government of the United States of America (hereinafter referred to as "the Parties"),

Considering that the Parties cooperate in matters such as, but not limited to, foreign affairs, defense, security, police, science, industry and technology, in order to ensure the protection of any Classified Information exchanged in confidence directly between the Parties; and

Having a mutual interest in the protection of Classified Information;

Have agreed as follows:

Article 1 - Succession

1. The General Security of Military Information Agreement signed on October 11, 1991 between the Government of Finland and the Government of the United States ("the Security Agreement") shall terminate on the date that this Agreement enters into force.
2. Following termination, any information that was protected in accordance with "the Security Agreement" shall continue to be protected in accordance with this Agreement. Any reference in an existing agreement or arrangement between the Parties to "the Security Agreement" shall be considered to be a reference to this Agreement.
3. This Agreement shall not apply to the exchange of Restricted Data, as defined in the U.S. Atomic Energy Act of 1954, as amended (AEA), or to Formerly Restricted Data, which is data removed from the Restricted Data category in accordance with the AEA but still considered defense information by the Government of the United States of America.

Article 2 - Commitment to the Protection of Classified Information

1. Each Party shall protect Classified Information received directly or indirectly from the other Party according to the terms set forth herein and in accordance with its laws and regulations.

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2. Each Party shall promptly notify the other of any changes to its laws and regulations that would 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 interim Classified Information shall continue to be protected as described herein, unless agreed otherwise in writing by the Parties.

Article 3 - Definitions

For the purpose of this Agreement:

a. Classified Information: Any information that is generated by or for the Government of the Republic of Finland or the Government of the United States of America or that is under the jurisdiction or control of one of them, and which requires protection in the interests of national security of that government and that is so designated by the assignment of a security classification by that government. The information may be in oral, visual, electronic, or documentary form, or in the form of material including, equipment or technology.

b. Classified Contract: A contract that requires, or will require, access to Classified Information by a Contractor or by its employees in the performance of a contract.

c. Contractor: An individual or a legal entity possessing the legal capacity to conclude contracts and/or a party to a Classified Contract under the provisions of this Agreement.

d. Facility Security Clearance (FSC): A certification provided by the relevant security authority for a Contractor facility under its jurisdiction that indicates the facility is security cleared to a specified level and also has suitable security safeguards in place at a specified level to safeguard Classified Information. The certification also signifies that Classified Information LUOTTAMUKSELLINEN/CONFIDENTIAL or above will be protected by the Contractor for which the FSC is provided in accordance with the provisions of this Agreement and that compliance shall be monitored and enforced by the responsible security authority. An FSC is not required for a Contractor to undertake Contracts that require the receipt or production of Classified Information at the KÄYTTÖ RAJOITETTU (Restricted) level.

e. Personnel Security Clearance (PSC):

- (1) A certification provided by the relevant security authority concerning the level of personnel security clearance held by the individual, who is employed by a government agency or Contractor facility under the jurisdiction of a Party.
- (2) In the case of an individual who is a citizen of one Party but is to be employed by the other Party or its Contractors, a statement provided by the relevant security authority of the individual's country of citizenship concerning the individual's eligibility for a personnel security clearance at a level specified by the requesting Party.

f. Need to Know: A determination made by an authorized holder of Classified Information that a prospective recipient requires access to specific Classified Information in order to perform or assist in a lawful and authorized governmental function.

Article 4 - Security Authorities

The Parties shall inform each other in writing of the security authorities responsible for implementation of this Agreement and any subsequent changes to these security authorities.

Article 5 - Marking of Classified Information

1. Classified Information shall be marked with corresponding national security classifications as follows:

Finland*	United States
ERITTÄIN SALAINEN	TOP SECRET
SALAINEN	SECRET
LUOTTAMUKSELLINEN	CONFIDENTIAL
** KÄYTTÖ RAJOITETTU	*** No equivalent

* Security classification markings in Swedish may appear on documents written in or translated into Swedish. Security classification markings in Swedish also may appear in other cases if the Finland State authority considers it necessary. The equivalents in Swedish of the Finnish security classification are as follows: "YTTERST HEMLIIG" for ERITTÄIN SALAINEN, "HEMLIG" for SALAINEN, "KONFIDENTIELL" for LUOTTAMUKSELLINEN and "BEGRÄNSAD TILLGÅNG" for KÄYTTÖ RAJOITETTU.

** Any document or material bearing a U.S. marking indicating it is Controlled Unclassified Information (CUI) shall be marked, handled, transmitted, and stored as KÄYTTÖ RAJOITETTU in Finland.

*** Classified Information bearing the Finnish classification KÄYTTÖ RAJOITETTU shall be handled in the United States as U.S. UNCLASSIFIED information that is exempt from public release under one or more U.S. laws. These laws include the Freedom of Information Act (FOIA) and Title 10 U.S.C. §130c, "Nondisclosure of Information:

Certain Sensitive Information of Foreign Government and International Organizations.” Classified Information so marked shall be handled, transmitted and stored affording appropriate protection that will prevent access by unauthorized personnel. The Appendix to this Agreement contains provisions for Finnish Classified Information at the KÄYTTÖ RAJOITETTU level in the United States.

2. Each Party shall stamp, mark or designate the name of the originating government on all Classified Information received from the other Party. The information shall be stamped, marked or designated with a national security classification marking of the receiving Party no lower than the corresponding classification specified by the originating government that will afford a degree of protection at least equivalent to that afforded to it by the releasing Party.

Article 6 - Responsibility for Classified Information

Each Party shall be responsible for all Classified Information of the other Party while the information is under its jurisdiction and control. While in transit, the sending Party shall be responsible for all Classified Information until custody of the information is formally transferred to the other Party.

Article 7 - Protection of Classified Information

No individual shall be entitled to access to Classified Information received from the other Party solely by virtue of rank, appointment, or security clearance. Access to the Classified Information shall be granted only to those individuals whose official duties require such access and who have been granted a Personnel Security Clearance in accordance with the prescribed standards of the Parties. The Parties shall ensure that:

- a. The receiving Party shall not release the Classified Information to a government, person, firm, institution, organization or other entity of a third country without the prior written approval of the releasing Party;
- b. The receiving Party shall afford the Classified Information a degree of protection equivalent to that afforded it by the releasing Party;
- c. The receiving Party shall not use or permit the use of the Classified Information for any other purpose than that for which it was provided without the prior written approval of the releasing Party;
- d. The receiving Party shall respect private rights, such as patents, copyrights, or trade secrets, that are included or involved in the Classified Information and not release, use, exchange or disclose Classified Information in which intellectual property rights exist, until the specific written -authorization of the owner of these rights has first been obtained;