

No. 52752*

**Spain
and
Israel**

Agreement on protection of classified information between Israel and Spain (with correction). Madrid, 13 February 1995

Entry into force: *provisionally on 13 February 1995 by signature*

Authentic texts: *English, Hebrew and Spanish*

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Note: *See also annex A, No. 52752.*

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**Espagne
et
Israël**

Accord relatif à la protection des informations classifiées entre l'Israël et l'Espagne. Madrid, 13 février 1995

Entrée en vigueur : *provisoirement le 13 février 1995 par signature*

Textes authentiques : *anglais, hébreu et espagnol*

Enregistrement auprès du Secrétariat des Nations Unies : *Espagne, 16 juin 2015*

Note : *Voir aussi annexe A, No. 52752.*

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AGREEMENT ON PROTECTION OF CLASSIFIED INFORMATION
BETWEEN
ISRAEL
AND
SPAIN

Hereinafter the Parties, represented by their respective Ministries of Defense (IMOD and SMOD):

Willing to ensure the security of the classified informations that, in national defense sphere, are interchanged between the Parties, either to cover any Administration necessities or in the scope of the activities entrusted to Organisms of public or private establishments from one Nation or the other, agree the following provisions:

CLAUSE 1 - DEFINITIONS

1. To this Agreement effects, the term "Classified Material and Information" includes information and material of every kind that for the sake of any these nations national defense and according to the law in force, require protection against non authorized disclosure and have been classified by the relevant authority as per Clause 3.1.
2. The term "INFORMATION" referred to by the previous item in this clause, includes every classified notice or communication of every kind, including writing, oral or visual means.
3. The term "MATERIAL" referred to by item 1 in this clause, includes any document, product or substance on or which information may be recorded or embodied and shall encompass regardless of its physical character or make-up including but not limited to: writing, hardware equipment, machinery, apparatus, devices, models photographs, recording, reproductions, maps and letters, as well as other products, substances, or items from which the information can be derived.

CLAUSE 2 - SCOPE

1. This Agreement shall be applied to the negotiations and shall be an integral part of any Agreement to be reached or signed in the future between the Parties, related to the following subjects:
 - A. Cooperation between both Parties and/or their respective Armed Forces.
 - B. Cooperation and/or information interchange regarding any field between both nations Armed Forces and their respective industries.
 - C. Cooperation, information interchange, joint ventures, contracts or any other relationship between Government entities and/or private firms from both nations regarding military or defense matters.
 - D. Sale of military equipment or armaments from one nation to the other.
 - E. The information transmitted between the Parties by any responsible person, employee or consultant (whether private or not).

CLAUSE 3 - SECURITY AND DISCLOSURE CLASSIFICATION

1. The Parties, being aware of the security arrangements provided for by their respective national law for information protection, subject to the different classification levels applied, have decided jointly to adopt the following equivalences:

ISRAEL

TOP SECRET (SODI BEYOTER)
SECRET (SODI)
CONFIDENTIAL (SHAMUR)

ESPAÑA

SECRETO
RESERVADO
CONFIDENCIAL
DIFUSION LIMITADA *

* Protected as CONFIDENTIAL

2. The Parties shall not be authorized to disclose classified material and information received under this Agreement to third nations or persons from third nations, without previous consent by the nation of origin, that shall only use this classified material and information for authorized purposes.

3. According to their national law, standards and, if applicable, habits in force, both Parties shall take the appropriate arrangements to protect the "Classified Material and Information" received under this Agreement. The Parties will assign to all these "Classified Material and Information" the same protection level as assigned to their own "Classified Material and Information" of equivalent classification level.
4. The access to "Classified Material and Information" shall be restricted only to those persons whose duties require such access and in possession of the necessary clearance and Government authorization.
5. Both Parties shall spare no efforts so that no publicity of any kind is given on the mutual cooperation areas and activities covered by this Agreement unless it is otherwise agreed.

CLAUSE 4 - VISITS

1. The access to "Classified Material and Information" and places where Classified projects are performed shall be granted to any person from other nation, if he/she has previously obtained authorization by the relevant security authorities of the receiving nation.

These authorizations shall be only granted, through visit application, to such persons accredited and authorized to deal with "Classified Material and Information".

2. The visit or course applications should arrive, at least twenty days in advance of the effective visit date, at the relevant organism of the nation in which the visit or course shall take place.

- By Spanish party:

Ministerio de Defensa
Dirección General de Armamento y Material

- By Israeli party:

Information Division of the Directorate of
Security for the Defense Establishment

A copy of the application shall be simultaneously sent, for information, to the manager of the site or Organism that should receive the visitor or member of course.

In urgent cases, the visit application may be sent by telex, at least ten days in advance.

3. The visit applications shall include, at least, the following data:
 - A.- Name of the visitor, date and place of birth, nationality and passport number.
 - B.- Official title of the visitor and name of the entity, plant or organization he/she represents.
 - C.- Visitor's security clearance, granted by his/her nation.
 - D.- Foreseen date for the visit.
 - E.- Purpose of the visit.
 - F.- Name and address of plants, facilities and sites to be visited.
 - G.- Name and address of the receiving nation's personnel to be visited.
4. Unless it is otherwise agreed, in general, the requirements stated in the previous paragraphs shall be applied to every activity mentioned in Clause 2, paragraph 1 in this Agreement.
5. Once the approval by the relevant security authority is obtained, when necessary for a particular project, the visit permission may be granted for a specific time period. The multiple visit permissions related to the same subject shall be granted for a period no longer than 12 months.

CLAUSE 5 - TRANSFER OF "CLASSIFIED MATERIAL AND INFORMATION"

1. The transfer of classified material and information of an equivalent or higher level than "CONFIDENCIAL"/"CONFIDENTIAL", shall be performed in general from Government to Government through diplomatic channel.