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**Finland
and
Austria**

Agreement between the Government of the Republic of Finland and the Austrian Federal Government on mutual protection of classified information (with annexes). Vienna, 24 November 2017

Entry into force: *1 June 2018, in accordance with article 14*

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**Finlande
et
Autriche**

Accord entre le Gouvernement de la République de Finlande et le Gouvernement fédéral d'Autriche relatif à la protection mutuelle des informations classifiées (avec annexes). Vienne, 24 novembre 2017

Entrée en vigueur : *1^{er} juin 2018, conformément à l'article 14*

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Agreement
between
the Government of the Republic of Finland
and
the Austrian Federal Government
on
Mutual Protection of Classified Information

The Government of the Republic of Finland and the Austrian Federal Government, hereinafter referred to as “the Parties”,

in order to protect Classified Information related especially to foreign affairs, defence, security, police or scientific, industrial and technological matters and exchanged directly between the Parties, or legal entities or individuals that handle Classified Information under the jurisdiction of the Parties,

have agreed as follows:

Article 1

Purpose and scope of application

The purpose of this Agreement is to ensure the protection of Classified Information that is exchanged or generated in the process of co-operation between the Parties.

Article 2

Definitions

For the purposes of this Agreement:

a) *Classified Information* means any information, document or material of whatever form, nature or method of transmission provided by one Party to the other Party and to which a security classification level has been applied and which has been marked in accordance with the national laws and regulations of either Party, in order to ensure protection against a Breach of Security as defined in paragraph f) of this Article, as well as any information, document or material that has been generated on the basis of such Classified Information and marked accordingly;

b) *Classified Contract* means any contract or sub-contract, which contains or involves Classified Information;

c) *Originating Party* means the Party which provides Classified Information or under whose authority Classified Information is generated;

d) *Recipient* means the Party, as well as any legal entity or individual under its jurisdiction, to which the Classified Information is provided by the Originating Party;

e) *Competent Security Authority* means a National Security Authority, a Designated Security Authority or any other competent body authorised in accordance with the national laws and regulations of the Parties, which is responsible for the implementation of this Agreement, as specified in Article 3;

f) *Breach of Security* means an act or an omission contrary to national laws and regulations of either Party which may lead to the loss or compromise of Classified Information;

g) *Security Clearance* means a positive determination following a vetting procedure to ascertain the eligibility of a legal entity (*Facility Security Clearance*, FSC) or individual (*Personnel Security Clearance*, PSC) to have access to and to handle Classified Information on a certain level in accordance with the national laws and regulations;

h) *Third Party* means any State that is not a Party to this Agreement or any legal entity or individual that is not under the jurisdiction of either Party.

Article 3

Competent Security Authorities

1. The National Security Authorities (NSAs) responsible for the general implementation of this Agreement are:

<u>In the Republic of Finland:</u>	<u>In the Republic of Austria</u>
<i>Ministry for Foreign Affairs National Security Authority (NSA) FINLAND</i>	<i>Federal Chancellery Information Security Commission (NSA) AUSTRIA</i>

2. The Parties shall notify each other through diplomatic channels of other Competent Security Authorities which are responsible for the implementation of this Agreement, as well as any subsequent changes thereof. Such notifications shall also include contact information on the NSAs and the other Competent Security Authorities.

Article 4

Security classifications

1. Any Classified Information provided under this Agreement shall be marked with the appropriate security classification level in accordance with the national laws and regulations of the Parties.

2. The classification levels shall correspond to one another as follows:

The Republic of Finland	The Republic of Austria	English translation
ERITTÄIN SALAINEN or YTTERST HEMLIG	STRENG GEHEIM	“top secret”
SALAINEN or HEMLIG	GEHEIM	“secret”

LUOTTAMUKSELLINEN or KONFIDENTIELL	VERTRAULICH	"confidential"
KÄYTTÖ RAJOITETTU or BEGRÄNSAD TILLGÅNG	EINGESCHRÄNK T	"restricted"

3. The Recipient shall ensure that classifications are not altered or revoked, except as authorised in writing by the Originating Party. The Originating Party shall inform the Recipient without delay about any alteration or revocation of the security classification level of the transmitted Classified Information.

Article 5

Protection of Classified Information

1. The Parties shall take all appropriate measures to protect Classified Information referred to in this Agreement and shall provide for the necessary control of this protection. They shall afford such information at least the same protection as they afford to their own information at the corresponding classification level in accordance with their national laws and regulations.

2. The Parties shall not provide access to Classified Information to Third Parties without the prior written consent of the Originating Party.

3. Access to Classified Information shall be limited to individuals who have a need-to-know and who, in accordance with the national laws and regulation: have been security cleared and authorised to have access to such information as well as briefed on their responsibilities for the protection of Classified Information.

4. A Personnel Security Clearance is not required for access to Classified Information at the KÄYTTÖ RAJOITETTU / BEGRÄNSAD TILLGÅNG or EINGESCHRÄNK level.

5. Classified Information shall be used solely for the purpose for which it has been provided.

6. Within the scope of this Agreement, each Party shall recognize the Security Clearances issued by the other Party.