



Finland No. 1 (2012)

Agreement

between the Government of the United Kingdom of Great Britain and
Northern Ireland and the Government of the Republic of Finland
Concerning the Mutual Protection of Classified Information

London, 7 June 2012

[The Agreement has not yet entered into force]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
September 2012*



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Any enquiries regarding this publication should be sent to us at Treaty Section, Foreign and Commonwealth Office, King Charles Street, London, SW1A 2AH

This publication is also available on <http://www.official-documents.gov.uk/>

ISBN: 9780101845021

Printed in the UK by The Stationery Office Limited
on behalf of the Controller of Her Majesty's Stationery Office

ID Immedia No PO002515222 09/12 23537 19585

Printed on paper containing 30% recycled fibre content minimum.

**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF THE REPUBLIC OF FINLAND CONCERNING THE
MUTUAL PROTECTION OF CLASSIFIED INFORMATION**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Finland, hereinafter referred to as “the Parties”,

Considering that the Parties co-operate in matters such as, but not limited to, foreign affairs, defence, security, police, science, industry and technology,

In order to ensure the protection of any Classified Information exchanged in confidence directly between the Parties, or public or private legal entities or individuals under the jurisdiction of the Parties,

Have agreed as follows:

ARTICLE 1

Purpose

The purpose of this Agreement is to promote co-operation between the Parties by ensuring protection of any Classified Information exchanged between the Parties, or public or private legal entities or individuals under the jurisdiction of the Parties.

ARTICLE 2

Definitions

For the purposes of this Agreement:

- a. *Classified Information*: means any information, document, material or knowledge that can be communicated in any form to which a security classification level has been applied and which has been marked accordingly under the national laws or regulations of the Parties.
- b. *Contract*: means an agreement between two or more parties creating and defining enforceable rights and obligations between them.
- c. *Contractor*: means any individual or legal entity possessing the legal capacity to conclude Contracts.
- d. *Classified Contract*: means any contract or sub-contract, including any pre-contractual negotiations, which contains or involves Classified Information.

- e. *Originator*: means the Party which originates, owns or provides the Classified Information.
- f. *Recipient*: means the Party as well as any public or private legal entity under its authority to which the Classified Information is provided by the Originator.
- g. *Facility Security Clearance (FSC)*: means a statement by a Party that the contractor has in place appropriate security measures within its facilities to access and protect Classified Information in accordance with its national laws and regulations.
- h. *Competent Security Authority*: means a Designated Security Authority or any other competent body authorised according to national laws and regulations of a Party which is responsible for the implementation of this Agreement.

ARTICLE 3

Security Authorities

1. The National Security Authorities (NSAs) designated by the Parties as ultimately responsible for oversight of all aspects of this Agreement are:

| In the United Kingdom of Great Britain and Northern Ireland: | In the Republic of Finland: |
|---|--|
| Government Security Secretariat Cabinet Office 70 Whitehall London SW1A 2AS United Kingdom | Ministry for Foreign Affairs National Security Authority Helsinki Finland |

2. The NSAs shall notify each other of the relevant Competent Security Authorities (CSAs) which shall be responsible for the implementation of aspects of this Agreement. The NSAs shall notify each other of any subsequent changes to their respective CSAs.

ARTICLE 4

Security Classifications

1. Any Classified Information provided under this Agreement shall be marked with the appropriate security classification level under the national laws and regulations of the Originator.
2. The Parties agree that the classification levels shall correspond to one another as follows and be considered as equivalent:

| In the United Kingdom of Great Britain and Northern Ireland | In the Republic of Finland¹ |
|--|---|
| UK TOP SECRET | ERITTÄIN SALAINEN |
| UK SECRET | SALAINEN |
| UK CONFIDENTIAL | LUOTTAMUKSELLINEN |
| UK RESTRICTED | KÄYTTÖ RAJOITETTU |

3. In the event that Classified Information at the UK TOP SECRET/ ERITTÄIN SALAINEN level needs to be exchanged, supplementary implementing arrangements shall be agreed between the respective NSAs.
4. The Recipient shall ensure that classifications are not altered or revoked, except as authorised in writing by the Originator. Exceptionally, the Originator may ask the Recipient to afford protection at a higher level, but not at a lower level, than the marked classification.

ARTICLE 5

Protection of Classified Information

1. The Parties shall take all appropriate measures under their national laws and regulations to protect Classified Information provided under this Agreement. They

¹ Security classification markings in Swedish shall be made on documents written in or translated into Swedish. Security classification markings in Swedish may also be made in other cases if the Finland State authority considers it necessary. The equivalents in Swedish of the Finnish security classification markings are as follows: "ERITTÄIN SALAINEN" - "YTTERST HEMLIG", "SALAINEN" - "HEMLIG", "LUOTTAMUKSELLINEN" - "KONFIDENTIELL", and "KÄYTTÖ RAJOITETTU" - "BEGRÄNSAD TILLGÅNG".

shall afford such information an equivalent level of protection as they afford to their own information at the equivalent level of classification.

2. The Parties shall take all legally available steps to respect the principle of originator consent in accordance with their constitutional requirements, national laws and regulations.

3. Classified Information provided under this Agreement shall not be disclosed to any institution, international organisation, legal entity or State that does not fall within Article 1 of this Agreement, or an individual who does not hold the nationality of the State of either Party, without prior written consultation with, and the written approval of, the Originator.

4. Access to Classified Information shall be limited to individuals who have a 'Need-to-Know', who have been granted an appropriate Personnel Security Clearance (PSC) in accordance with national laws and regulations, and who are authorised to have access to such information. Such individuals shall be briefed on their responsibilities for the protection of Classified Information.

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

6. A PSC is not required for access to Classified Information at the UK RESTRICTED / KÄYTTÖ RAJOITETTU levels.

ARTICLE 6

Classified Contracts

1. When proposing to place, or authorise a contractor under its jurisdiction to place, a Classified Contract involving information at the UK CONFIDENTIAL / LUOTTAMUKSELLINEN level or above with a contractor under the jurisdiction of the other Party, the NSA or relevant CSA shall obtain a written confirmation from the other NSA or relevant CSA that the contractor has been granted a Facility Security Clearance (FSC) appropriate to the level of classification concerned.

2. Classified Contracts at the level of UK CONFIDENTIAL / LUOTTAMUKSELLINEN level or above shall refer to this Agreement and contain guidance on the security requirements for the performance of the contract which identify the classification of each aspect/element of the contract. In the United Kingdom the guidance shall be contained in specific security clauses and in a Security Aspects Letter (SAL). In the Republic of Finland this guidance shall be set out in Programme Security Instructions (PSI) or a SAL and approved by the NSA or relevant CSA in writing. The guidance shall identify each classified aspect of the contract or any classified aspect which is to be generated by the contract, and allocate to it a specific security classification.

3. Where changes are proposed to the security requirements or to the aspects or elements of the classified contract they shall be notified to the other NSA or relevant CSA and agreed in writing. The originating NSA or relevant CSA shall notify the Recipient when all the information has been declassified.

4. A FSC is not required for Classified Contracts that are limited to Classified Information at the UK RESTRICTED / KÄYTTÖ RAJOITETTU levels.

ARTICLE 7

Transmission of Classified Information

1. Classified Information at the UK CONFIDENTIAL / LUOTTAMUKSELLINEN levels or above shall normally be transmitted between the Parties by government-to-government channels. However other channels may be agreed by the NSAs or relevant CSAs, in accordance with national laws and regulations.

2. If a Party wishes to transfer Classified Information originating from the other Party outside its territory, such transfers shall be subject to the prior approval of the Originator.

3. Classified Information at the UK RESTRICTED / KÄYTTÖ RAJOITETTU level shall be transmitted in accordance with the national laws and regulations of the Originator which may include the use of commercial courier companies.

ARTICLE 8

Translation, Reproduction and Destruction of Classified Information

1. All translations or reproductions of Classified Information shall bear the same security classification markings and be protected accordingly. The number of reproductions shall be limited to the minimum required for an official purpose or in the course of a classified contract.

2. All translations shall contain a suitable annotation, in the language of translation, indicating that they contain Classified Information of the Originator.

3. Classified Information marked UK SECRET / SALAINEN or below shall be destroyed in accordance with national laws or regulations when it is no longer considered necessary to retain this information for the purpose for which it was provided.

4. If a crisis situation makes it impossible to protect Classified Information provided under this Agreement, the Classified Information shall be destroyed

immediately. The Recipient shall notify the NSA or relevant CSA about the destruction of the Classified Information as soon as possible.

ARTICLE 9

Visits

1. Visits entailing access to Classified Information at UK CONFIDENTIAL / LUOTTAMUKSELLINEN or above require prior written authorisation from the NSA or relevant CSA of the Party receiving the visitors. Visitors shall only be allowed access where they have been:

- a. granted an appropriate PSC by the NSA or relevant CSA of the sending Party and authorised to have access to Classified Information in accordance with the national laws and regulations of the host Party, and;
- b. authorised by the NSA or relevant CSA of the requesting Party to conduct the visit or visits.

2. The NSA or relevant CSA of the requesting Party shall notify the NSA or relevant CSA of the Party to be visited of the planned visit in accordance with the provisions laid down in this Article and those agreed in the Implementing Arrangement between the NSAs. The requesting NSA or relevant CSA shall ensure that the host NSA or relevant CSA receives the request for visit (RfV) at least fifteen (15) working days before the visit is due to commence. In urgent cases the NSAs or relevant CSAs may agree on a shorter period.

3. The validity of authorisations for recurring visits shall not exceed twelve (12) months from the date of authorisation.

4. Visits relating to Classified Information at the UK RESTRICTED / KÄYTTÖ RAJOITETTU levels shall be arranged directly between the sending establishment and the establishment to be visited.

ARTICLE 10

Security Co-operation

1. In order to implement this Agreement the NSAs or relevant CSAs shall notify each other of their relevant national laws and regulations regarding the protection of Classified Information as well as of any subsequent amendments that significantly affect the protection of Classified Information received from the other Party.

2. In order to ensure close co-operation in the implementation of this Agreement the NSAs or relevant CSAs shall, as necessary, consult each other and on request they shall provide each other with information about their national security standards, procedures and practices for the protection of Classified Information.

3. Each Party shall allow representatives of the NSA or relevant CSA of the other Party to visit its territory in order to discuss procedures for the protection of Classified Information provided by the other Party.

4. On request, the NSAs or relevant CSAs shall, in accordance with national laws and regulations, assist each other in carrying out FSC or PSC checks.

5. NSAs or relevant CSAs shall inform each other promptly about any decision to revoke, suspend or downgrade the level of a PSC or FSC, where an individual has had access to, or a facility is holding, the other Party's Classified Information in connection with this Agreement.

ARTICLE 11

Breach or Compromise of Security

1. Each Party shall immediately notify the other Party of any actual or suspected breach or compromise of security concerning Classified Information exchanged under the scope of this Agreement.

2. Each Party shall take all appropriate measures under its national laws and regulations so as to limit the consequences of a breach or compromise referred to in Paragraph 1 of this Article within its jurisdiction. It shall also undertake an immediate investigation into the circumstances of any breach or compromise of security, with the assistance of the other Party where appropriate. The Party with jurisdiction shall inform the other Party of the outcome of the investigation and of the measures taken to prevent further violations as soon as possible.

ARTICLE 12

Costs

Each Party shall bear its own costs incurred in the course of implementing its obligations under this Agreement.

ARTICLE 13

Resolution of Disputes

Any dispute between the Parties on the interpretation or application of this Agreement shall be resolved exclusively by means of consultations between the Parties and shall not be referred to any national or international tribunal or other body for settlement.

ARTICLE 14

Final Provisions

1. The Parties shall notify each other of the completion of the national measures necessary for the entry into force of the Agreement. The Agreement shall enter into force on the first day of the second month following the receipt of the later notification.

2. This Agreement shall remain in force until further notice. The Agreement may be amended by the mutual, written consent of the Parties. Either Party may propose amendments to this Agreement at any time. If one Party so proposes, the Parties shall begin consultations on the amendment of the Agreement.

3. The NSAs or relevant CSAs may conclude Implementing Arrangements pursuant to this Agreement.

4. A Party may terminate this Agreement by written notification delivered to the other Party through diplomatic channels, observing a period of notice of six (6) months. If the Agreement is terminated, any Classified Information already transferred and any Classified Information arising under this Agreement shall be handled by the Parties in accordance with the provisions of this Agreement for as long as necessary.

5. Upon the entry into force of this Agreement, the bilateral General Security Arrangement between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and the Minister of Defence of Finland, concerning The Protection of Defence Classified Information, dated 1 August 2005 shall be terminated. Any Classified Information transmitted previously shall be protected in accordance with the provisions of this Agreement.

6. After the entry into force of this Agreement, the Party in whose territory the Agreement is concluded shall take immediate measures so as to have the Agreement registered by the Secretariat of the United Nations in accordance with Article 102 of the UN Charter. The other Party shall be notified of the registration and of the registration number in the UN Treaty Series as soon as the UN Secretariat has issued it.

In witness whereof the duly authorised representatives of the Parties have signed this Agreement,

in _____ on the _____ day of _____, 20

in two original copies, in the English and Finnish languages, each text being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

**For the Government
of the United Kingdom
of Great Britain and Northern
Ireland:**

OLIVER ROBBINS

**For the Government of the Republic
of Finland:**

PEKKA HUHTANIEMI



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Published by TSO (The Stationery Office) and available from:

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www.tsoshop.co.uk

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ISBN 978-0-10-184502-1



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