

This Agreement was previously
published as Poland No. 1
(2007) Cm 7044



Treaty Series No. 2 (2011)

Agreement

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

Warsaw, 18 August 2006

[The Agreement entered into force on the 1 August 2007]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
March 2011*

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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: 9780101803021

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

ID: 2418089 03/11 9549 19585

Printed on paper containing 75% 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 POLAND 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 Poland, hereinafter referred to as the Parties, wishing to ensure the protection of Classified Information transferred between the two countries or to commercial and industrial organisations in either of the two countries, through approved channels, have, in the interests of national security, established the following arrangements which are set out in this Agreement.

ARTICLE 1

Applicability

This Agreement shall govern any activities between the Parties involving the exchange of Classified Information, with the exception of the exchange of Nuclear, Biological or Chemical information related to equipment commonly referred to as Weapons of Mass Destruction, which would be the subject of separate arrangements.

ARTICLE 2

Definitions

For the purpose of this Agreement:

1. “**Classified Information**” means information in any form requiring protection against unauthorised disclosure and has so been marked with a security classification.
2. “**Contractor**” means an individual, legal entity or organisational unit possessing the legal capability to undertake contracts.
3. “**Contract**” or “**Sub Contract**” means an agreement between two or more parties creating and defining enforceable rights and obligations.
4. “**Classified Contract**” means a Contract or Sub Contract which contains or involves Classified Information.
5. “**Competent Security Authority**” means a competent body authorised according to the national law and regulations of the Parties which is responsible for the implementation of this Agreement.

6. **“National Security Authority”** means the government Security Authority with ultimate responsibility for the security of Classified Information in each country.
7. **“Originating Party”** means the Party initiating the Classified Information.
8. **“Recipient Party”** means the Party to which the Classified Information is transmitted.

ARTICLE 3

Security Classifications

1. For the purpose of this Agreement the equivalent security classifications are:

IN THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND	IN THE REPUBLIC OF POLAND
UK TOP SECRET	ŚCIŚLE TAJNE
UK SECRET	TAJNE
UK CONFIDENTIAL	POUFNE
UK RESTRICTED	ZASTRZEŻONE

2. In the event that Classified Information at the ŚCIŚLE TAJNE / UK TOP SECRET level needs to be exchanged, separate provisions will be agreed between the Parties.

ARTICLE 4

National Security Authorities

1. The National Security Authorities responsible for the security of Classified Information in each country are:

For the United Kingdom of Great Britain and Northern Ireland:

Security Policy Division
Intelligence & Security Secretariat
Cabinet Office
70 Whitehall
London,
SW1P 2AS
UNITED KINGDOM

For the Republic of Poland:

- in the civilian sphere:

Szef Agencji Bezpieczeństwa Wewnętrznego
ul. Rakowiecka 2A
00-993 Warszawa
POLAND

- in the military sphere:

Szef Wojskowych Służb Informacyjnych
00-909 Warszawa 60
POLAND

2. The Parties shall inform each other of any additional Competent Security Authorities as appropriate.

ARTICLE 5

Restrictions on use and disclosure of Classified Information

1. Subject to the provisions of paragraph 2, the Recipient Party shall not disclose, use, or permit the disclosure or use of any Classified Information without the written consent of the Originating Party except for the purposes, and within any limitations, stated by or on behalf of the Originating Party.
2. Within the scope of its national law and regulations the Recipient Party shall take all steps legally available to it to keep Classified Information transmitted to it by the Originating Party free from disclosure under any applicable law. If there is any request to declassify or disclose any Classified Information transmitted under the provisions of this Agreement, the Recipient Party shall immediately notify the Originating Party and both Parties shall consult each other before any decision is taken.
3. Subject to the provisions of paragraphs 1 and 2 the Recipient Party shall not pass to a Government official, Contractor, Contractor's employee or any other person holding the nationality of any third country, or to any international organisation, any Classified Information, supplied under the provisions of this Agreement.

ARTICLE 6

Protection of Classified Information

1. The Originating Party shall ensure that the Recipient Party is informed of:
 - 1) The classification of the information and of any conditions of release or limitations on its use;
 - 2) Any subsequent change in classification.
2. The Recipient Party shall, in accordance with its national law and regulations:
 - 1) Afford information received from the other Party a level of security protection that is afforded to Classified Information of an equivalent classification originated by the Recipient Party;
 - 2) Ensure that Classified Information is marked with its own equivalent classification in accordance with Article 3 paragraph 1;
 - 3) Ensure that classifications are not altered, except as authorised in writing by or on behalf of the Originating Party.
3. In order to achieve and maintain comparable standards of security, each National Security Authority shall, on request, provide to the other information about its security standards, procedures and practices for the safeguarding of Classified Information, and shall for this purpose facilitate visits by the relevant Security Authorities.

ARTICLE 7

Access to Classified Information

Access to Classified Information shall be limited to those persons who have a “need to know”, and who have been security cleared, in accordance with their national law and regulations, to the level appropriate to the classification of the information to be accessed.

ARTICLE 8

Transmission of Classified Information

1. Classified Information at the POUFNE / UK CONFIDENTIAL and the TAJNE / UK SECRET levels shall be transmitted between the two countries in accordance with the national law and regulations of the Originating Party. The normal route shall be through diplomatic channels, but other arrangements may be established if mutually acceptable to the respective Competent Security Authorities.
2. Classified Information at the ZASTRZEŻONE / UK RESTRICTED level shall be transmitted in accordance with the national law and regulations of the Originating Party.

ARTICLE 9

Reproduction, Translation and Destruction of Classified Information

1. The Recipient Party shall only reproduce Classified Information in accordance with its national law and regulations. Any reproduced information shall be given the same protection as the originals. The number of copies shall be limited to the minimum required for official purposes.
2. Any translation of Classified Information shall be made by appropriately security cleared individuals and shall be marked with the same classification as the original.
3. When no longer required, Classified Information shall be destroyed in accordance with the national law and regulations of the Recipient Party, in such a manner as to prevent its partial or total reconstruction.
4. The Originating Party may prohibit the making of copies, alterations or destruction of Classified Information by giving it an appropriate marking or by attaching written notice. In such cases, the Classified Information shall be returned to the Originating Party when no longer required.

ARTICLE 10

Visits

1. The prior approval of the Competent Security Authority of the host country shall be required in respect of visitors, including those on detached duty from the other country, where access is required to Classified Information or to

establishments engaged in classified work. Requests for such visits shall be submitted through the respective Competent Security Authority.

2. All visitors shall comply with the security regulations of the host country.

3. In cases involving a specific project or a particular Contract it may, subject to the approval of both Parties, be possible to establish recurring visitors lists. These lists shall be valid for an initial period not exceeding 12 months and may be extended for further periods of time, not to exceed 12 months, subject to the prior approval of the Competent Security Authorities. These lists shall be submitted in accordance with the normal procedures of the Recipient Party. Once a list has been approved, visit arrangements may be made directly between the establishments or companies involved in respect of listed individuals.

4. Any Classified Information which may be provided to, or come to the notice of, visiting personnel, shall be treated by them as if such information has been provided in accordance with the provisions of this Agreement.

5. The Competent Security Authority of the Originating Party shall notify the Competent Security Authority of the Recipient Party of visitors at least twenty five days prior to the planned visit. In exceptional circumstances, security approval of the visit shall be granted as soon as possible, subject to prior co-ordination.

6. Visit applications shall include at least the following information:

- 1) Name of visitor, date and place of birth, nationality and passport or ID card number;
- 2) Official title of the visitor and the name of the establishment or organisation the visitor represents;
- 3) Security clearance of the visitor;
- 4) Dates and duration of visit;
- 5) Purpose of visit;
- 6) Names of establishments and organisations to be visited;
- 7) Names of persons to be visited.

7. Visits relating to Classified Information at the ZASTRZEŻONE / UK RESTRICTED level shall be arranged directly between the sending establishment and the establishment to be visited.

ARTICLE 11

Classified Contracts

1. When proposing to place, or authorising a Contractor in its country to place, a Contract involving Classified Information at the POUFNE / UK CONFIDENTIAL level or above with a Contractor in the other country, the Originating Party shall obtain prior assurance from the Competent Security Authority of the other country that the proposed Contractor is security cleared to the appropriate level, and also has suitable security safeguards to provide adequate protection for Classified Information. The assurance shall carry a responsibility that the security measures applied by the cleared Contractor shall be in accordance with national law and regulations and monitored by his Competent Security Authority.

2. Contracts placed as a consequence of these pre-contract enquiries shall contain a security requirement clause incorporating at least the following provisions:

- 1) The definition of the term “Classified Information” and the equivalent levels of security classification of the Parties in accordance with Article 3 paragraph 1;
- 2) The names of the Competent Security Authorities of the Parties empowered to authorise the release and to co-ordinate the safeguarding of Classified Information related to the Contract;
- 3) The channels to be used for the transmission of the Classified Information;
- 4) The procedures and mechanisms for communicating any changes that may arise in respect of Classified Information either because of changes in its security classification or because protection is no longer necessary;
- 5) The procedures for the approval of visits, access or inspection by personnel of one Party to a Contractor of the other Party which are covered by the Contract.

3. The Competent Security Authority of the Originating Party shall pass a copy of the relevant parts of the Classified Contract to the relevant Competent Security Authority of the Recipient Party to allow adequate security monitoring.

4. Each Contract shall include guidance on the security requirements and on the classification of each aspect of the Contract. In the Republic of Poland this guidance shall be set out in the Industrial Security Instruction. In the United Kingdom of Great Britain and Northern Ireland the guidance shall be contained in specific security clauses and in a Security Aspects Letter. The guidance must

identify each classified aspect of the Contract, or any classified aspect which is to be generated in the course of the Contract, and allocate to it a specific security classification. Changes in the requirements or to the classified aspects shall be notified when necessary and the Originating Party shall notify the Recipient Party when all or any of the information has been downgraded or declassified.

ARTICLE 12

Reciprocal Security Arrangements

1. When requested, each Competent Security Authority shall advise on the security status of a Contractor in its own country or the security clearance status of one of its nationals. These notifications shall be known as Facility Security Clearance and Personnel Security Clearance assurances respectively.
2. When requested, the Competent Security Authority shall establish the security clearance status of the Contractor or individual which is the subject of the enquiry and forward a security clearance assurance if the Contractor or individual is already cleared. If the Contractor or individual does not have a security clearance, or the clearance is at a lower security level than that which has been requested, notification shall be sent that the security clearance assurance cannot be issued immediately, but that action is being taken to process the request. Following successful enquiries an assurance of Facility Security Clearance or Personnel Security Clearance shall be provided. A Facility Security Clearance is not required for information at the ZASTRZEŻONE / UK RESTRICTED level.
3. If a Contractor is considered by the Competent Security Authority in the country in which it is registered to be ineligible for a Facility Security Clearance assurance the requesting Competent Security Authority shall be notified.
4. If either Competent Security Authority learns of any adverse information about a Contractor or individual for which or for whom a Facility Security Clearance or a Personnel Security Clearance assurance has been issued, it shall notify the other Competent Security Authority of the nature of the information and the action it intends to take, or has taken. Either Competent Security Authority may request a review of any Facility Security Clearance or Personnel Security Clearance which has been furnished earlier by the other Competent Security Authority, provided that the request is accompanied by the reasons. The requesting Competent Security Authority shall be notified of the results of the review and any subsequent action taken.
5. If either Competent Security Authority suspends or takes action to revoke a reciprocal Personnel Security Clearance, or suspends or takes action to revoke access which has been granted to a national of the other country based upon a security clearance, the other Party shall be notified and given the reasons for such an action.

ARTICLE 13

Breaches of Security

1. In the event of a security infringement involving the loss of Classified Information or suspicion that Classified Information received from the other Party has been disclosed to unauthorised persons, the Competent Security Authority of the Recipient Party shall immediately inform the Competent Security Authority of the Originating Party.

2. An immediate investigation shall be carried out by the Recipient Party in accordance with national law and regulations and with the assistance of the Originating Party if necessary. The Recipient Party shall inform the Originating Party about the circumstances, the outcome of the investigation and measures adopted to prevent a recurrence, as soon as possible.

ARTICLE 14

Costs

Each Party shall bear any expenses it incurs from the implementation and enforcement of this Agreement.

ARTICLE 15

Settlement of Disputes

Any dispute relating to the interpretation or the application of this Agreement shall be settled exclusively by consultation between the Parties and shall not be referred to any national or international tribunal for settlement.

ARTICLE 16

Final Provisions

1. Each of the Parties shall notify the other through diplomatic channels once the internal procedures required in order to bring this Agreement into force have been completed. This Agreement shall come into force on the first day of the second month following the day of receipt of the second notification.

2. This Agreement is concluded for an unlimited period of time. It may be amended at any time, in writing, by mutual consent of the Parties. Amendments shall enter into force under the conditions laid down in paragraph 1.

3. This Agreement may be terminated by either Party upon giving notice to the other Party. In such case, this Agreement shall expire six months after the receipt of the termination notice. In the event of its termination, all items of Classified Information transmitted or generated on the basis of this Agreement shall continue to be treated in accordance with the provisions hereof.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

Done in Warsaw on this eighteenth day of August 2006 in duplicate in the English and Polish languages, both texts being equally authentic.

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

**For the Government of the Republic of
Poland:**

PATRICK DAVIES

MAREK PASIONEK



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

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ISBN 978-0-10-180302-1



9 780101 803021