



Miscellaneous No. 1 (2005)

OCCAR Security Agreement

between the Government of the French Republic, the Government of the
Federal Republic of Germany, the Government of the Kingdom of
Belgium, the Government of the Italian Republic and the Government of
the United Kingdom of Great Britain and Northern Ireland

Paris, 24 September 2004

[The Agreement has not been ratified by the United Kingdom]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
May 2005*

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OCCAR SECURITY AGREEMENT

The Members of OCCAR (Organisation Conjointe de Coopération en matière d'Armement), established by the Convention on the Establishment of OCCAR signed on 9 September 1998 at Farnborough ("OCCAR Convention"), and referred to in Article 2 of the OCCAR Convention,

hereinafter referred to as "the Parties"

- aware that the fulfilment of the tasks of OCCAR requires the exchange of classified information;
- intending to ensure the security of classified information generated by or transmitted to OCCAR,

have agreed as follows:

ARTICLE 1

1) For the purposes of this Agreement "classified information" means any information, document or material the unauthorised disclosure of which could cause prejudice to the interests of the Parties or OCCAR, whether such information originates within OCCAR or is received from the Parties, and which has been so designated by a security classification.

2) Such classified information shall be distinguished either by a national classification marking or by the marking "OCCAR" together with the appropriate level of classification as stated in Article 3.

ARTICLE 2

Each Party shall

- a) protect and safeguard classified information generated by or transmitted to OCCAR,
- b) maintain the security classification of the information and afford such classified information the degree of protection appropriate to the classification level assigned by the originator,
- c) not use such classified information for purposes other than those laid down in the OCCAR Convention or programme specific arrangements,
- d) not disclose such classified information to another international organisation, to States which are not Parties to this Agreement or to any other legal entity

not located in the territory of a Party or not involved in any OCCAR activity without:

- the prior written consent of the originator; and
 - an adequate security agreement or arrangement,
- e) ensure that national classified information provided to OCCAR in connection with a specific programme shall only be released to Parties not involved in the programme with the prior written consent of the originator,
- f) ensure that classified information generated in the framework of OCCAR in connection with a specific programme shall only be released to Parties not involved in the programme with the prior written consent of the Parties sponsoring the programme.

ARTICLE 3

For OCCAR classified information the marking "OCCAR" shall be used together with the following levels of classification

- a) **SECRET:** This classification shall be applied only to information whose unauthorised disclosure would result in grave damage to the interests of the Parties or OCCAR.
- b) **CONFIDENTIAL:** This classification shall be applied to information whose unauthorised disclosure would be damaging to the interests of the Parties or OCCAR.
- c) **RESTRICTED:** This classification shall be applied to information whose unauthorised disclosure would be disadvantageous to the interests of the Parties or OCCAR.

ARTICLE 4

1) For the purpose of this Agreement the protective measures for OCCAR security classifications shall be comparable with those for the national security classifications of the Parties as shown in the table below:

OCCAR	OCCAR SECRET	OCCAR CONFIDENTIAL	OCCAR RESTRICTED
BELGIUM	SECRET GEHEIM	CONFIDENTIEL VERTROUWELIJK	DIFFUSION RESTREINTE BEPERKTE VERSPREIDING
FRANCE	SECRET DÉFENSE	CONFIDENTIEL DÉFENSE	<i>(see paragraph 2 below)</i>
GERMANY	GEHEIM	VS-VERTRAULICH	VS-NUR FÜR DEN DIENSTGEBRAUCH
ITALY	SEGRETO	RISERVATISSIMO	RISERVATO
UNITED KINGDOM	UK SECRET	UK CONFIDENTIAL	UK RESTRICTED

2) For the purpose of this Agreement France shall protect OCCAR RESTRICTED information and national RESTRICTED information of the other Parties in accordance with the protective measures agreed by the Parties for OCCAR RESTRICTED. The other Parties of this Agreement shall protect the French national protective marking DIFFUSION RESTREINTE according to the measures agreed by the Parties for OCCAR RESTRICTED.

3) The table of equivalency for new Members of OCCAR shall be determined in the invitation made in accordance with Article 53 of the OCCAR Convention.

ARTICLE 5

1) The Parties shall ensure that all persons who require or may have access to information classified SECRET or CONFIDENTIAL are appropriately security cleared, before they take up their duties, and have a "need-to-know".

2) Arrangements for access to information classified CONFIDENTIAL or SECRET shall be as defined in the OCCAR Security Regulations.

ARTICLE 6

- 1) The relevant Parties shall investigate all cases in which it is known or where there are grounds for suspecting that classified information provided or generated pursuant to this Agreement has been disclosed to unauthorised persons, compromised or lost.
- 2) The relevant Party(ies) shall promptly inform the other Parties and OCCAR of such occurrences, and of the final results of the investigation and of the corrective action taken to prevent recurrences.

ARTICLE 7

- 1) The Parties shall ensure that the OCCAR Security Regulations adopted in accordance with Articles 12 (g) and 42 of the OCCAR Convention are in compliance with the provisions of this Agreement.
- 2) A Security Committee shall be established to consider all aspects of security. It shall be composed of representatives of NSA's/DSA's of each Party.

ARTICLE 8

This Agreement in no way prevents the Parties from making other Agreements relating to the exchange of classified information originated by them and not affecting the scope of the present Agreement.

ARTICLE 9

- 1) This Agreement shall be subject to ratification, acceptance or approval by the Parties and shall enter into force 30 days after deposit by all signatories of their instruments of ratification, acceptance or approval. The depositary shall notify all Parties and OCCAR of the date of entry into force of this Agreement.
- 2) The Government of the French Republic shall be the depositary of this Agreement.
- 3) The Parties shall, at the request of any one of them, discuss any proposal for amending this Agreement. Any proposal adopted by a decision of all the Parties shall be subject to ratification, acceptance or approval by them in accordance with the provisions in paragraph 1 of this Article. The amendment shall enter into force 30 days after the depositary has received instruments of ratification, acceptance or approval from the Parties, and the depositary shall notify all Parties and OCCAR of the date of entry into force of the amendment. Any new Party to this Agreement shall be automatically bound by the amendment once the amendment has entered into force.

ARTICLE 10

- 1) Any dispute regarding the interpretation or application of this Agreement shall be settled by consultation between the Parties. Pending settlement of any dispute, the Parties shall continue to fulfil all their obligations under this Agreement.
- 2) Disputes shall not be referred to a third State, international organisation or any other legal entity for settlement.

ARTICLE 11

- 1) When an invitation is issued under Article 53 of the OCCAR Convention, the accession to the OCCAR Convention shall require the simultaneous deposit of an instrument of accession to this Agreement.
- 2) This Agreement shall then enter into force for such new Member on the day on which the OCCAR Convention enters into force for it.

ARTICLE 12

- 1) A Party shall not withdraw from either this Agreement or the OCCAR Convention unless it also withdraws from the other.
- 2) Upon withdrawal from this Agreement and the OCCAR Convention the Party concerned shall continue to meet its obligations under the provisions of this Agreement.

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

Done at Paris, on 24th September 2004 in the English, French, German and Italian languages, all four texts being equally authentic, in a single copy which shall be deposited in the archives of the Government of the French Republic which shall transmit a duly certified copy to each of the signatories and any acceding State.



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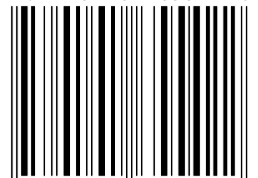
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