

No. 41859

**Latvia
and
Italy**

Security Agreement between the Government of the Republic of Latvia and the Government of the Republic of Italy for the mutual protection of classified information (with exchange of letters of 7 February 2005 and 5 April 2005). Rome, 5 December 2000

Entry into force: *1 April 2001 by notification, in accordance with article 14*

Authentic texts: *Italian and Latvian*

Registration with the Secretariat of the United Nations: *Latvia, 3 October 2005*

**Lettonie
et
Italie**

Accord de sécurité entre le Gouvernement de la République de Lettonie et le Gouvernement de la République italienne relatif à la protection mutuelle des informations classifiées (avec échange de lettres du 7 février 2005 et 5 avril 2005). Rome, 5 décembre 2000

Entrée en vigueur : *1er avril 2001 par notification, conformément à l'article 14*

Textes authentiques : *italien et letton*

Enregistrement auprès du Secrétariat des Nations Unies : *Lettonie, 3 octobre 2005*

[ITALIAN TEXT — TEXTE ITALIEN]

ACCORDO DI SICUREZZA

tra

il Governo della Repubblica di Lettonia

ed

il Governo della Repubblica Italiana

per la reciproca tutela delle informazioni classificate

Il Governo della Repubblica di Lettonia ed il Governo della Repubblica Italiana, di seguito chiamate Parti Contraenti, volendo garantire la reciproca tutela di tutte le informazioni classificate scambiate direttamente o tramite altre amministrazioni pubbliche o organizzazioni private poste sotto la giurisdizione delle Parti Contraenti o inserite in atti governativi o che siano oggetto di atti pubblici, hanno concordato quanto segue.

ARTICOLO 1 APPLICABILITA'

Questo Accordo verrà applicato in ogni genere di attività volta allo scambio di informazioni classificate tra le Parti Contraenti riguardanti le seguenti aree:

- a. cooperazione tra le Parti Contraenti concernenti la difesa nazionale ed ogni altra materia riguardante la Sicurezza Nazionale;
- b. cooperazione, collaborazione, contratti ed ogni altro rapporto tra enti pubblici e privati delle Parti Contraenti concernenti la difesa nazionale ed ogni altra materia riguardante la Sicurezza Nazionale;
- c. vendita di equipaggiamenti.

ARTICOLO 2 DEFINIZIONI

Ai fini di questo Accordo:

• **Informazione Classificata significa:**

- a) per la Repubblica Italiana:

ciascun documento o materiale come sottospecificato, o qualsiasi atto, informazione, attività ed ogni altra cosa a cui è stata applicata una classifica di sicurezza;

- b) per la Repubblica di Lettonia:

informazioni, documenti, materiali, che contengano segreti di stato, nominativamente militari, politici, economici, scientifici, tecnici od ogni altra informazione, che sia inclusa nella lista approvata dal Gabinetto dei Ministri, la perdita o rivelazione non autorizzata delle quali possa pregiudicare la sicurezza nazionale, interessi politici od economici.

◆ **Documento Classificato significa:**

ogni cosa che contenga una informazione classificata, senza riguardo alla sua forma o caratteristica fisica, con l'inclusione, senza alcuna limitazione, di quella scritta o stampata, di elaborati e nastri, carte topografiche, fotografie, immagini, disegni, incisioni, schizzi, appunti,

carta carbone e nastri inchiostriati, o riproduzioni con ogni mezzo o procedimento, o suono, voce, registrazioni magnetiche o elettroniche o ottiche o video di qualsiasi forma ed equipaggiamento portatile, processore automatico dei dati con disco fisso o estraibile.

◆ **Materiale Classificato significa:**

qualsiasi oggetto o parte di macchinario, prototipo, equipaggiamento, arma, etc., fatto meccanicamente o a mano, costruito o in corso di costruzione, contrassegnato con una classifica di sicurezza.

◆ **Classificazione di Sicurezza significa:**

un marchio attestante il livello di protezione delle informazioni classificate in accordo con le rispettive leggi e regolamenti delle Parti Contraenti.

◆ **Contratto Classificato significa:**

un Accordo tra due o più enti pubblici o privati al fine di stabilire diritti ed obblighi tra di esse, che contiene o prevede l'uso di informazioni classificate.

◆ **Contraente o Sub-Contraente significa:**

una persona fisica o giuridica che abbia la capacità legale di sottoscrivere contratti.

◆ **Infrazione alla Sicurezza significa:**

un atto o una omissione contrari alle norme di sicurezza nazionali, il cui risultato possa mettere in pericolo o compromettere informazioni classificate.

◆ **Compromissione della Sicurezza significa:**

il fatto che la conoscenza di informazioni classificate sia stata passata, in tutto o in parte, a persone o enti sprovvisti di un'adeguata abilitazione di sicurezza o a Paesi sprovvisti di autorizzazione a tale accesso, o quando ci sia stato rischio che questo avvenisse.

◆ **Lettera degli Aspetti di Sicurezza significa:**

un documento rilasciato dall'autorità competente, come parte di ogni contratto o sub-contratto classificato, identificante i requisiti di sicurezza o quegli elementi che comunque necessitano di una protezione di sicurezza in un contratto classificato.

◆ **Lista di Controllo della Classificazione di Sicurezza significa:**

una lista delle informazioni connesse con i vari aspetti di un contratto che dovrebbe essere classificato e dei livelli di classifica ad esso assegnati. Questa lista dovrebbe essere annessa ad una "Lettera degli Aspetti di Sicurezza", o in essa incorporata.

◆ **Abilitazione Personale di Sicurezza significa:**

il giudizio positivo derivante da una procedura di indagine finalizzata ad accertare la lealtà e la rispettabilità di una persona sulla base della quale

egli/ella potrà avere accesso e trattare informazioni classificate fino ad un determinato livello secondo le rispettive norme di sicurezza nazionale.

◆ **Abilitazione di Sicurezza di Persone Giuridiche significa:**

il giudizio positivo derivante da una procedura di indagine finalizzata ad accertare la capacità fisica ed organizzativa di un ente pubblico e/o privato di trattare informazioni classificate ad un certo livello, in accordo con le rispettive leggi e regolamenti di sicurezza nazionale.

◆ **Necessità di Conoscere significa:**

il principio secondo il quale l'accesso alle informazioni classificate può essere consentito soltanto a persona che abbia una oggettiva necessità di conoscere, conseguente al suo incarico, nel cui contesto l'informazione è stata rilasciata alla Parte Contraente che la riceve.

◆ **Autorità di Sicurezza Competente significa:**

l'Autorità che, in accordo con le leggi e regolamenti nazionali, è responsabile della protezione delle informazioni classificate. Tale Autorità è indicata nell'Articolo 7 di questo Accordo.

◆ **“Parte Terza” significa:**

una organizzazione od uno Stato terzo che non sia Parte del presente Accordo.

ARTICOLO 3 PROTEZIONE DELLE INFORMAZIONI

1. In conformità con le proprie leggi, regolamenti e procedure nazionali, entrambe le Parti Contraenti prenderanno le misure appropriate per proteggere le informazioni classificate, trasmesse, ricevute, generate o sviluppate in conseguenza di tale accordo o relazione tra le Parti Contraenti. Le Parti Contraenti garantiranno a tutte le informazioni classificate scambiate, ricevute, originate o sviluppate lo stesso grado di protezione di sicurezza nella stessa misura fornita alle proprie informazioni classificate di equivalente livello di classificazione, come specificato al successivo Articolo 4 del presente Accordo.
2. La Parte Contraente ricevente e/o i suoi Enti, non useranno un livello di classifica inferiore per informazioni classificate ricevute né declassificheranno tali informazioni senza la preventiva autorizzazione scritta della Parte Contraente originatrice. La Parte Contraente originatrice informerà la Parte Contraente che riceve di qualsiasi cambiamento alle classifiche di sicurezza delle informazioni scambiate.
3. Documenti contenenti informazioni SEVIŠKI SLEPENI/SEGRETISSIMO/TOP SECRET dovranno essere tradotti o copiati solo previa autorizzazione scritta della rispettiva autorità della Parte Contraente che le rilascia.

4. Le informazioni o il materiale classificato dovranno essere distrutti in maniera tale da rendere impossibile la ricostruzione integrale o parziale delle informazioni classificate. Le informazioni o il materiale SEVIŠKI SLEPENI/SEGRETISSIMO/TOP SECRET non dovranno essere distrutti. Essi dovranno essere restituiti alle rispettive Autorità della Parte Contraente che le ha rilasciate.
5. L'accesso a siti e strutture, in cui si effettuano attività classificate o dove sono custodite le informazioni classificate, sarà limitato a coloro che siano provvisti di un'abilitazione di sicurezza ed a chi, a causa della propria funzione o incarico, abbia "necessità di conoscere".
6. Nessuna delle Parti Contraenti dovrà rilasciare informazioni classificate a Stati terzi od organizzazioni internazionali senza la previa autorizzazione della Parte Contraente che le ha fornite.

Il presente Accordo non potrà essere utilizzato da alcuna Parte Contraente per ottenere informazioni classificate che l'altra Parte Contraente abbia ricevuto da Stati terzi od organizzazioni internazionali.

7. Ciascuna Parte Contraente sovrintenderà all'osservanza delle leggi, norme e procedure di sicurezza degli enti pubblici e/o privati che detengano, sviluppino, producano e/o usino informazioni classificate dell'altra Parte Contraente, a mezzo di, inter alia, visite ispettive.

ARTICOLO 4 CLASSIFICHE DI SICUREZZA

1. Le classifiche di sicurezza applicabili alle informazioni scambiate di cui al presente Accordo e le loro equivalenze saranno
 - a) per la **Repubblica Italiana** **RISERVATO (RESTRICTED), RISERVATISSIMO (CONFIDENTIAL), SEGRETO (SECRET), SEGRETISSIMO (TOP SECRET)**;
 - b) per la **Repubblica di Lettonia** , **KONFIDENCIĀLI (CONFIDENTIAL), SLEPENI (SECRET), SEVIŠKI SLEPENI (TOP SECRET)**.
2. I loro equivalenti sono mostrati nella seguente tabella:

LETONIA	Equivalente	ITALIA
SEVIŠKI SLEPENI	TOP SECRET	SEGRETISSIMO
SLEPENI	SECRET	SEGRETO
KONFIDENCIĀLI	CONFIDENTIAL	RISERVATISSIMO

3. La Repubblica di Lettonia proteggerà le informazioni italiane classificate **RISERVATO** come quelle lettoni **KONFIDENCIĀLI**.

ARTICOLO 5 ABILITAZIONI DI SICUREZZA

1. Ciascuna Parte Contraente garantirà che ogni soggetto, che in forza del suo ufficio o funzioni debba avere accesso ad informazioni classificate riservatissimo o di livello superiore, sia in possesso di una valida ed appropriata Abilitazione Personale di Sicurezza rilasciata dalla competente Autorità Nazionale per la Sicurezza o da altre Autorità appositamente designate in accordo con le rispettive leggi e regolamenti.
2. Le indagini personali, tese a fornire un'Abilitazione Personale di Sicurezza, dovranno stabilire la lealtà e l'affidabilità alle leggi dello Stato della persona interessata, tali che possano consentire l'accesso ad informazioni classificate senza pericoli per la sicurezza.
3. Le Parti Contraenti, previa richiesta, in considerazione delle rispettive normative nazionali, collaboreranno nella procedura di rilascio delle Abilitazioni Personali di Sicurezza e delle Abilitazioni di Sicurezza di Persone Giuridiche, concordate tra le rispettive competenti Autorità Nazionali per la Sicurezza.

ARTICOLO 6 RILASCIO DELLE INFORMAZIONI

1. Il rilascio delle informazioni classificate a Stati terzi od organizzazioni internazionali, in forza del presente Accordo, potrà essere effettuato previo consenso scritto della Parte Contraente originatrice, che potrà imporre ulteriori limitazione al rilascio.
2. Ciascuna Parte Contraente userà le informazioni classificate dell'altra Parte Contraente esclusivamente per lo scopo per cui tali informazioni sono state rilasciate.

ARTICOLO 7 AUTORITA' DI SICUREZZA COMPETENTI

1. Le competenti Autorità di Sicurezza responsabili per l'implementazione ed i controlli attinenti a tutti gli aspetti del presente Accordo sono:

in Lettonia:

Satversmes aizsardzības birojs
(The Constitution Protection Bureau)
P.O.Box 286
RIGA – 1001
LATVIA

in Italia

Presidenza del Consiglio dei Ministri
Autorità Nazionale per la Sicurezza
CESIS – III° Reparto U.C.Si.
Via della Pineta Sacchetti, n.216
00168 Roma
ITALIA

Ciascuna Parte Contraente si impegna ad assicurare che le rispettive competenti Autorità per la Sicurezza osservino scrupolosamente i dettami del presente Accordo.

2. Ambedue le competenti Autorità di Sicurezza, ciascuna nella giurisdizione del proprio Stato, prepareranno, emaneranno e supervisioneranno le istruzioni e le procedure per la sicurezza per la protezione delle informazioni classificate scambiate come risultato di ogni altro Accordo tra le Parti Contraenti.
3. Ciascuna delle Autorità di Sicurezza competenti fornirà, su richiesta, alle altre competenti Autorità di Sicurezza le informazioni concernenti la propria organizzazione e le procedure di sicurezza al fine di raggiungere e mantenere gli stessi standard di sicurezza e facilitare visite congiunte in ambo i Paesi da parte di personale autorizzato. Ambo le Parti Contraenti si accorderanno circa le modalità di tali visite.

ARTICOLO 8 VISITE

1. Le visite a siti in cui si sviluppano, trattano o custodiscono informazioni classificate, o dove siano espletate le attività di cui all'Articolo 1 del presente Accordo saranno consentite da una Parte Contraente ai visitatori del paese dell'altra Parte Contraente solo ove sia stato ottenuto un permesso scritto dalle competenti Autorità di Sicurezza della Parte Contraente ricevente. Tale permesso sarà accordato solamente a persone che siano state abilitate e che abbiano "necessità di conoscere".
2. Le procedure relative alle visite saranno definite e concordate tra le Competenti Autorità per la Sicurezza.
3. Ciascuna Parte Contraente garantirà la protezione dei dati personali dei visitatori nell'osservanza delle rispettive leggi e regolamenti nazionali.

ARTICOLO 9 SICUREZZA INDUSTRIALE

1. Nel caso in cui ciascuna delle Parti Contraenti e/o le sue agenzie o enti interessati dagli argomenti di cui all'Articolo 1, risulti aggiudicataria di un contratto classificato per prestazioni nel territorio dell'altra Parte Contraente, la Parte Contraente del paese ove sta avendo luogo la prestazione assumerà la responsabilità della trattazione di tali informazioni classificate relative al contratto in accordo con le rispettive leggi e regolamenti.

2. Prima del rilascio ai contraenti o possibili contraenti di una Parte Contraente di qualsiasi informazione classificata ricevuta dall'altra Parte Contraente, la Parte Contraente ricevente dovrà:
 - a. concedere un'adeguata Abilitazione di Sicurezza di Persone Giuridiche ai contraenti o possibili contraenti interessati;
 - b. concedere un'adeguata Abilitazione Personale di Sicurezza a tutto il personale che in ragione del suo impiego dovrà avere accesso ad informazioni classificate;
 - c. assicurare che tutte le persone che avranno accesso alle informazioni classificate, vengano informate sulle loro responsabilità nella protezione di tali informazioni classificate.
3. Ogni contratto classificato tra enti pubblici e/o privati delle Parti Contraenti includerà una specifica Lettera sugli Aspetti di Sicurezza che include una Lista di Controllo della Classificazione di Sicurezza.
4. La competente Autorità di Sicurezza nel cui paese il contratto dovrà essere formalizzato dovrà assicurare, per tale contratto, le stesse misure di protezione applicate a tutela dei propri contratti aventi eguale classifica di sicurezza.
5. L'elenco dei possibili sub-contraenti interessati in contratti classificati verrà preventivamente sottoposto dal contraente alle competenti Autorità di Sicurezza per l'approvazione. In caso di buon fine, la lista dei possibili sub-contraenti dovrà soddisfare agli stessi obblighi di sicurezza stabiliti per il contraente.
6. La notifica di qualsiasi contratto o sub-contratto classificato verrà precedentemente resa nota alle competenti Autorità di Sicurezza della Parte Contraente ove il contratto o sub-contratto dovrà realizzarsi.

Due copie della Lettera degli Aspetti di Sicurezza di ogni contratto classificato verranno inoltrate alla competente Autorità di Sicurezza nel cui Paese il contratto dovrà essere realizzato.
7. Le Parti Contraenti proteggeranno i diritti d'autore, i diritti di proprietà industriale, brevetti inclusi, ed ogni altro diritto connesso alle informazioni classificate reciprocamente scambiate.

ARTICOLO 10 TRASMISSIONE DELLE INFORMAZIONI CLASSIFICATE

1. Le informazioni classificate verranno normalmente trasmesse attraverso canali diplomatici, militari od altri servizi di corriere approvati dalle Competenti Autorità per la Sicurezza. L'Autorità ricevente dovrà confermare l'avvenuta ricezione delle informazioni classificate ed inoltrare le informazioni alla parte ricevente in osservanza delle rispettive leggi e regolamenti nazionali.
2. Lo scambio di informazioni e di materiali classificati di grandi dimensioni dovrà essere concordemente stabilito ed approvato caso per caso dalla

Competente Autorità per la Sicurezza, relativamente ai mezzi di trasporto, percorsi e misure di sicurezza.

3. Altri mezzi di trasmissione e di scambio di informazioni classificate approvati, inclusi quelli elettromagnetici, potranno essere concordati tra le Competenti Autorità per la Sicurezza.

ARTICOLO 11 VIOLAZIONI DI SICUREZZA E COMPROMISSIONI

1. In caso di infrazione alla sicurezza da cui derivi la certa o una sospetta compromissione di informazioni classificate, originate o ricevute dall'altra Parte Contraente, la competente Autorità di Sicurezza nel cui Paese la compromissione si è verificata, informerà la competente Autorità di Sicurezza dell'altra Parte Contraente appena possibile e condurrà le adeguate indagini.

L'altra Parte Contraente, ove richiesta, collaborerà all'indagine.

2. Nel caso in cui la compromissione avvenga in un Paese diverso da quello delle Parti Contraenti, la competente Autorità di Sicurezza della Parte Contraente che ha inviato l'informazione classificata prenderà i provvedimenti di cui al Paragrafo 1.
3. In ogni caso, l'altra Parte Contraente dovrà essere informata sui risultati dell'indagine e riceverà il rapporto finale sui motivi dell'evento e sulla valutazione del danno.

ARTICOLO 12 CONTROVERSIE

Eventuali controversie riguardanti l'interpretazione o l'applicazione del presente Accordo verranno risolte amichevolmente previa consultazione delle Parti Contraenti.

ARTICOLO 13 VARIE

1. I titoli di ciascun articolo debbono intendersi esclusivamente come comodità di riferimento e non devono intendersi né usarsi per altri scopi che possano in alcun modo limitare o estendere il linguaggio dei provvedimenti a cui il titolo si riferisce.
2. Le Parti Contraenti non avranno alcun diritto di assegnare o altrimenti trasferire i diritti o obblighi in forza del presente Accordo, senza il consenso scritto dell'altra Parte Contraente.
3. Ciascuna Parte Contraente assisterà il personale dell'altra Parte Contraente nell'esercizio dei servizi e/o diritti in conformità degli adempimenti del presente Accordo nel Paese della Controparte.

4. Nel caso in cui si presentasse la necessità, le Autorità di Sicurezza delle Parti Contraenti si consulteranno vicendevolmente sugli specifici aspetti tecnici concernenti l'adempimento del presente Accordo e potranno di comune accordo stabilire, di volta in volta, la stipula di protocolli di sicurezza supplementari al presente Accordo.

ARTICOLO 14 DISPOSIZIONI FINALI

1. Il presente Accordo avrà durata illimitata. Lo stesso Accordo entrerà in vigore il primo giorno del secondo mese successivo alla data della ricezione della seconda delle due notifiche con cui le Parti Contraenti si saranno comunicate ufficialmente l'avvenuto espletamento delle rispettive procedure legali interne all'uopo previste.

Ciascuna delle Parti Contraenti avrà il diritto di denunciare il presente Accordo. A tal fine, una comunicazione scritta di denuncia sarà consegnata all'altra Parte Contraente almeno sei mesi prima.

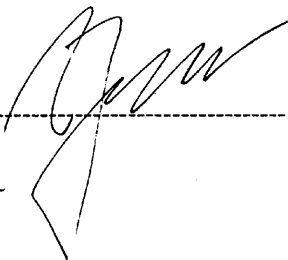
Nonostante la denuncia del presente Accordo, tutte le informazioni classificate rilasciate in forma del presente Accordo continueranno ad essere protette secondo quanto stabilito.

2. Ciascuna delle Parti Contraenti notificherà prontamente all'altra Parte Contraente qualsiasi cambiamento delle proprie leggi e regolamenti che potrebbe incidere sulla protezione delle informazioni classificate di cui al presente Accordo. In tal caso, le Parti Contraenti si consulteranno per esaminare la possibilità di modificare il presente Accordo. Al tempo stesso, le informazioni classificate continueranno ad essere protette, come previsto, salvo che diversamente stabilito per iscritto dalla Parte Contraente rilasciante.
3. Emendamenti o integrazioni al presente Accordo, possono essere effettuati previo consenso di ambedue le Parti Contraenti. Tali emendamenti o integrazioni, dovranno essere proposti per iscritto ed entreranno in vigore in accordo con il Paragrafo 1 del presente Articolo.

In fede di che i sottoscritti Rappresentanti, debitamente autorizzati dai rispettivi Governi, hanno firmato il presente Accordo.

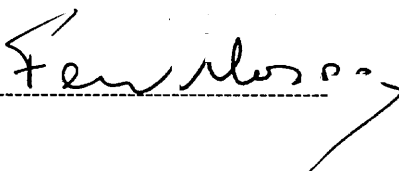
Fatto a Roma il 5 Dicembre 2000 in lingua lettone e italiana, essendo ambedue i testi ugualmente validi.

*Per il Governo della Repubblica
di Lettonia*



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*Per il Governo della Repubblica
Italiana*



A handwritten signature in black ink, appearing to read 'Ferraro', positioned above a dashed horizontal line.

[LATVIAN TEXT — TEXTE LETTON]

LATVIJAS REPUBLIKAS VALDĪBAS
UN
ITĀLIJAS REPUBLIKAS VALDĪBAS
LĪGUMS
PAR SAVSTARPĒJU KLASIFICĒTĀS
INFORMĀCIJAS AIZSARDZĪBU

Latvijas Republikas valdība un Itālijas Republikas valdība, turpmāk sauktas Līgumslēdzējas Puses, lai aizsargātu klasificēto informāciju, apmaiņa ar kuru notiek tieši vai izmantojot citas pārvaldes iestādes vai privātās organizācijas, kuru darbība ir saistīta ar klasificēto informāciju Līgumslēdzējas Puses jurisdikcijas un valdības līgumu vai cita veida publiskās uzraudzības ietvaros,

ir vienojušās par sekojošo:

1. pants Piemērojamība

Šis Līgums nosaka pamatu jebkurai darbībai, kas saistīta ar klasificētās informācijas apmaiņu starp Līgumslēdzējām Pusēm šādos jautājumos:

- a) Līgumslēdzēju pušu sadarbība nacionālās aizsardzības un citās ar nacionālo drošību saistītās jomās;
- b) Līgumslēdzēju Pušu publisko un privāto iestāžu sadarbība, kopdarbība, līgumi vai jebkuras citas attiecības nacionālās aizsardzības un citās ar nacionālo drošību saistītās jomās;
- c) aprīkojuma pārdošana.

2.pants Definīcijas

Šī Līguma mērķiem:

- **“Klasificētā informācija”** nozīmē:

- a) Itālijas Republikā:

jebkura klasificēta informācija, dokuments vai materiāls, kā tas tiek turpmāk aprakstīts, vai jebkurš akts, informācija, darbība un jebkas cits, kuram tiek piešķirta drošības klasifikācija;

- **“Klasificēts dokuments”** nozīmē:

jebkas, kas satur klasificētu informāciju, neatkarīgi no tā formas vai fiziskajām īpašībām, tajā skaitā, bet ne tikai, rokrakstā rakstīts vai iespieddarbs, datu apstrādes kartes un lentes, kartes, tabulas, fotogrāfijas, gleznojumi, zīmējumi, gravējumi, skices, darba piezīmes vai papīri, kopijas, kas izdarītas ar koptapīru, un tintes lentes, vai jebkura veida vai

tehnoloģiskā procesa reprodukcijas, un jebkura veida skaņas, balss, magnētiskie vai elektroniskie, vai optiskie, vai video ieraksti, un pārnesams automātiskās datu apstrādes aprīkojums ar pastāvīgu informācijas nesēju un pārvietojamu informācijas nesēju;

- **“Klasificēts materiāls”** nozīmē:

jebkurš iekārtas, prototipa, aprīkojuma, ieroču utt. objekts vai priekšmets, kurš ir rokām vai mehāniski darināts, izgatavots vai atrodas izgatavošanas procesā, un kuram ir piešķirta drošības klasifikācija;

- **“Drošības klasifikācija”** nozīmē:

marķējums, kurš nosaka klasificētās informācijas aizsardzības līmeni saskaņā ar Līgumslēdzēju Pušu attiecīgajiem likumiem un noteikumiem;

- **“Klasificēts līgums”** nozīmē:

divu vai vairāku pārvaldes iestāžu vai privāto organizāciju līgums, kas rada un nosaka to tiesības un pienākumus un kas satur vai ietver klasificēto informāciju;

- **“Līguma slēdzējs”** vai **“Papildlīguma slēdzējs”** nozīmē:

fiziska vai juridiska persona, kura ir tiesīga slēgt līgumus;

- **“Drošības pārkāpums”** nozīmē:

darbība vai bezdarbība pretrunā nacionālajiem drošības noteikumiem, kuras rezultātā var tikt apdraudēta vai nesankcionēti izpausta klasificētā informācija;

- **“Nesankcionēta izpaušana”** nozīmē:

notikums, kad ziņas par klasificēto informāciju daļēji vai pilnībā ir nodotas personām vai iestādēm bez attiecīgas speciālās atļaujas, vai valstīm, kurām šāda pieeja nav atļauta, vai kad ir pastāvējis šādas nodošanas risks;

- **“Drošības noteikumu raksts”** nozīmē:

attiecīgas institūcijas izdots dokuments, kurš ir klasificēta līguma vai papildlīguma sastāvdaļa, kurā tiek noteikti drošības noteikumi vai tie

elementi, kuriem klasificētā līguma mērķiem ir nepieciešama drošības aizsardzība;

- **“Drošības klasifikācijas pārbaudes saraksts”** nozīmē:

ar klasificētu līgumu dažādā veidā saistītas informācijas, kuru nepieciešams klasificēt, un tām piešķiramo klasifikācijas līmeņu uzskaitījums. Šādu uzskaitījumu var pievienot vai iestrādāt Drošības noteikumu rakstā;

- **“Personas speciālā atļauja”** nozīmē:

pozitīvs novērtējums, kas seko izmeklēšanas procedūrai, lai pārliecinātos par personas lojalitāti un uzticamību, pamatojoties uz kuru viņš/viņa iegūst pieeju un tiesības rīkoties ar noteikta līmeņa klasificēto informāciju saskaņā ar attiecīgajiem nacionālajiem drošības noteikumiem;

- **“Iekārtas speciālā atļauja”** nozīmē:

pozitīvs novērtējums, kas seko izmeklēšanas procedūrai, lai pārliecinātos par publiskas un/vai privātas iestādes fiziskajām un organizatoriskajām spējām rīkoties ar noteikta līmeņa klasificēto informāciju saskaņā ar attiecīgajiem nacionālajiem drošības noteikumiem;

- **“Nepieciešamība zināt”** nozīmē;

princips, saskaņā ar kuru pieeja klasificētajai informācijai var tikt piešķirta vienīgi personai, kurai ir apstiprināta nepieciešamība zināt sakarā ar viņa/viņas dienesta pienākumiem, un saskaņā ar kuru informācija ir nodota saņēmējai Līgumslēdzējai Pusei;

- **“Kompetentā drošības institūcija”** nozīmē:

institūcija, kura saskaņā ar nacionālajiem likumiem un noteikumiem ir atbildīga par klasificētās informācijas aizsardzību. Šīs institūcijas ir norādītas Līguma 7.pantā;

- **“Trešā puse”** nozīmē:

starptautiska organizācija vai trešā valsts, kura nav šī Līguma puse.

3.pants Informācijas aizsardzība

1. Abas Līgumslēdzējas Puses saskaņā ar saviem nacionālajiem likumiem, noteikumiem un praksi veic visu nepieciešamo, lai aizsargātu klasificēto informāciju, kura ir nodota, saņemta, izgatavota vai izstrādāta jebkuru Līgumslēdzēju Pušu līgumu vai attiecību rezultātā. Līgumslēdzējas Puses piešķir savstarpēji nodotajai, saņemtajai, radītajai vai izstrādātajai klasificētajai informācijai tādu pašu drošības aizsardzības pakāpi, kāda tiek nodrošināta to atbilstoša klasifikācijas līmeņa klasificētajai informācijai kā noteikts šī Līguma 4.pantā.

2. Saņēmēja Līgumslēdzēja Puse un/vai tās iestāde nav tiesīga samazināt saņemtās klasificētās informācijas drošības klasifikācijas līmeni vai deklasificēt šo informāciju bez izcelsmes Līgumslēdzējas Puses iepriekšējas rakstiskas piekrišanas. Izcelsmes Līgumslēdzēja Puse informē saņēmēju Līgumslēdzēju Pusi par jebkādam izmaiņām nodotās informācijas drošības klasifikācijā.

3. Dokumentus, kuri satur informāciju SEVIŠĶI SLEPENI / SEGRETISSIMO / TOP SECRET, drīkst tulkot un pavairot tikai ar nosūtītājas Līgumslēdzējas Puses atbildīgās institūcijas rakstisku atļauju.

4. Klasificētā informācija vai materiāli tiek iznīcināti tā, lai novērstu pilnīgu vai daļēju klasificētās informācijas rekonstruēšanu. Informācija un materiāli SEVIŠĶI SLEPENI / SEGRETISSIMO / TOP SECRET netiek iznīcināti. Tie tiek nosūtīti atpakaļ nosūtītājas Līgumslēdzējas Puses atbildīgajai institūcijai.

5. Pieeja vietām un iekārtām, kur tiek veiktas darbības ar klasificēto informāciju vai kur klasificētā informācija tiek glabāta, tiek atļauta tikai tām personām, kurām ir piešķirta speciālā atļauja un kurām sakarā ar viņu pienākumiem vai darbu ir “nepieciešamība zināt”.

6. Līgumslēdzējas Puses neizpauž klasificēto informāciju trešajai valstij vai starptautiskai organizācijai bez Līgumslēdzējas Puses, kura ir sniegusi informāciju, iepriekšējas piekrišanas. Līgumslēdzējas Puses nepiemēro šo Līgumu, lai iegūtu klasificēto informāciju, kuru otra Līgumslēdzēja Puse ir saņēmusi no trešās valsts vai starptautiskas organizācijas.

7. Katra Līgumslēdzēja Puse pārbauda, rīkojot inter alia pārbaudes vizītes, kā publiskās un/vai privātās iestādes, kuras glabā, izstrādā, izgatavo un/vai izmanto otras Līgumslēdzējas Puses klasificēto informāciju, ievēro drošības likumus, noteikumus un praksi.

4.pants
Drošības klasifikācijas

1. Informācijai, ar kuru tiek veikta apmaiņa šī Līguma ietvaros, tiek piemērota šāda drošības klasifikācija:

a) Itālijas Republikā RISERVATO (RESTRICTED), RISERVATISSIMO (CONFIDENTIAL), SEGRETO (SECRET) un SEGRETISSIMO (TOP SECRET);

b) Latvijas Republikā KONFIDENCIĀLI (CONFIDENTIAL), SLEPENI (SECRET), SEVIŠĶI SLEPENI (TOP SECRET).

2. To atbilstība ir norādīta tabulā:

LATVIJA	ATBILSTĪBA	ITĀLIJA
SEVIŠĶI SLEPENI	TOP SECRET	SEGRETISSIMO
SLEPENI	SECRET	SEGRETO
KONFIDENCIĀLI	CONFIDENTIAL	RISERVATISSIMO

3. Latvijas Republika aizsargā Itālijas klasificēto informāciju RISERVATO kā Latvijas KONFIDENCIĀLI.

5.pants
Speciālās atļaujas

1. Katra Līgumslēdzēja Puse nodrošina, ka jebkurai personai, kurai sakarā ar viņa/viņas darbu vai pienākumiem ir nepieciešama pieeja konfidenciāli vai augstāk klasificētai informācijai, ir derīga un atbilstoša personas speciālā atļauja, kuru ir izdevusi kompetentā drošības institūcija vai citas saskaņā ar attiecīgajiem likumiem un noteikumiem nozīmētās institūcijas.

2. Personas pārbaudēs ar mērķi izdot personas speciālo atļauju tiek noteikta personas lojalitāte un uzticamība valsts likumiem, kura tādējādi var iegūt pieeju klasificētajai informācijai bez riska drošībai.

3. Līgumslēdzējas Puses pēc pieprasījuma, attiecīgajām kompetentajām drošības institūcijām vienojoties, saskaņā ar attiecīgajiem nacionālajiem noteikumiem sniedz palīdzību viena otrai personas speciālās atļaujas un iekārtas speciālās atļaujas izdošanas procedūrā.

6.pants
Informācijas izpaušana

1. Klasificētā informācija saskaņā ar šo Līgumu var tikt nodota trešajām valstīm vai starptautiskajām organizācijām pēc izcelsmes Līgumslēdzējas Puses rakstiskas piekrišanas, kura var noteikt nodošanas ierobežojumus.

2. Katra Līgumslēdzēja Puse no otras Līgumslēdzējas Puses saņemto klasificēto informāciju izmanto tikai šīs informācijas nodošanas mērķiem.

7.pants
Kompetentās drošības institūcijas

1. Kompetentās drošības institūcijas, kuras ir atbildīgas par šī Līguma izpildi un visa veida kontroli, ir:

LATVIJAS REPUBLIKĀ
Satversmes aizsardzības birojs
(The Constitution Protection
Bureau)
P.O. Box 286
Rīga – 1001
LATVIA

ITĀLIJAS REPUBLIKĀ
Presidenza del Consiglio dei
Ministri
Autorità Nazionale per la Sicurezza
CESIS – III° Reparto U.C.Si.
Via della Pineta Sacchetti, n.216
00168 Roma
ITALIA

Katra Līgumslēdzēja Puse apņemas nodrošināt, ka tās attiecīgās kompetentās drošības institūcijas pienācīgi ievēro šī Līguma noteikumus.

2. Kompetentās drošības institūcijas, katra savas valsts jurisdikcijas ietvaros, sagatavo, izplata un pārrauga drošības instrukcijas un procedūras klasificētās informācijas aizsardzībai, apmaiņa ar kuru tiek veikta saskaņā ar jebkuru citu Līgumslēdzēju Pušu līgumu.

3. Katra Līgumslēdzēja Puse pēc pieprasījuma sniedz otrai Līgumslēdzējai Pusei informāciju par tās drošības struktūru un procedūrām, lai salīdzinātu un uzturētu vienotus drošības standartus un atvieglotu apstiprinātu amatpersonu kopējās vizītes abās valstīs. Līgumslēdzējas Puses vienojas par šādām vizītēm.

8.pants

Vizītes

1. Atļauju apmeklēt telpas, kurās tiek izstrādāta, apstrādāta vai glabāta klasificētā informācija vai kur tiek veiktas darbības saskaņā ar Līguma 1.pantu, izsniedz viena Līgumslēdzēja Puse otras Līgumslēdzējas Puses valsts apmeklētājiem pēc uzņemošās Līgumslēdzējas Puses kompetentās drošības institūcijas rakstiskas atļaujas saņemšanas. Šāda atļauja tiek izsniegta tikai personām, kuras ir izturējušas drošības pārbaudi un kurām ir “nepieciešamība zināt”.

2. Kompetentās drošības institūcijas izstrādā un vienojas par vizīšu procedūru.

3. Katra Līgumslēdzēja Puse nodrošina apmeklētāju personas datu aizsardzību saskaņā ar attiecīgajiem nacionālajiem likumiem un noteikumiem.

9.pants

Rūpnieciskā drošība

1. Ja kāda no Līgumslēdzējam Pusēm un/vai tās aģentūrām vai iestādēm, kuras ir saistītas ar 1.pantā noteiktajiem jautājumiem, nolemj slēgt klasificētu līgumu, kura izpilde notiek otras Līgumslēdzējas Puses teritorijā, tad tās valsts Līgumslēdzēja Puse, kur izpilde notiek, uzņemas atbildību par klasificētās informācijas, kas attiecas uz līgumu, aizsardzību saskaņā ar tās likumiem un noteikumiem.

2. Pirms no otras Līgumslēdzējas Puses saņemtās klasificētās informācijas nodošanas Līgumslēdzējas Puses līguma slēdzējiem vai paredzamajiem līguma slēdzējiem saņēma Līgumslēdzēja Puse:

a) piešķir līguma slēdzējiem vai paredzamajiem līguma slēdzējiem atbilstošu iekārtas drošības atļauju;

b) piešķir personas drošības atļauju visam personālam, kura pienākumu pildīšanai ir nepieciešama pieeja klasificētajai informācijai;

c) nodrošina, ka ikviena persona, kurai ir pieeja klasificētajai informācijai, ir informēta par pienākumu aizsargāt klasificēto informāciju.

3. Ikvienam Līgumslēdzēju Pušu publisko un/vai privāto iestāžu klasificētam līgumam tiek pievienots Drošības noteikumu raksts, kurā ir ietverts Drošības klasifikācijas pārbaudes saraksts.

4. Kompetentā drošības institūcija, kuras valstī līgumu ir paredzēts izpildīt, nodrošina šim līgumam tādus pašus drošības līdzekļus, kādi tiek piemēroti tās līgumiem ar atbilstošu drošības klasifikāciju.

5. Līguma slēdzējs iepriekš iesniedz paredzamo papildlīgumu slēdzēju, kuri ir ieinteresēti papildlīgumu slēgšanā, sarakstu kompetentajai drošības institūcijai apstiprināšanai. Ja paredzjamie papildlīgumu slēdzēji tiek apstiprināti, tie ievēro tādus pašus drošības noteikumus, kādi ir noteikti līguma slēdzējam.

6. Paziņojums par jebkuru klasificētu līgumu vai papildlīgumu tiek iepriekš iesniegts tās Līgumslēdzējas Puses kompetentajai drošības institūcijai, kur līgums vai papildlīgums tiks izpildīts. Kompetentajai drošības institūcijai, kuras valstī līgums tiks izpildīts, tiek iesniegtas divas Drošības noteikumu raksta kopijas.

7. Līgumslēdzējas Puses aizsargā autortiesības, rūpnieciskā īpašuma tiesības, tajā skaitā patentus, un jebkuras citas tiesības, kas ir saistītas ar savstarpēji nodoto klasificēto informāciju.

10.pants

Klasificētās informācijas nodošana

1. Klasificētā informācija parasti tiek nosūtīta, izmantojot diplomātisko, militāro vai citu kurjeru pakalpojumus, ko apstiprinājušas kompetentās drošības institūcijas. Saņēmēja institūcija apstiprina klasificētās informācijas saņemšanu un saskaņā ar nacionālajiem likumiem un noteikumiem nosūta to adresātam.

2. Ja tiek nosūtīts liels klasificētās informācijas apjoms, kompetentās drošības institūcijas savstarpēji vienojas un apstiprina transporta veidu, maršrutu un drošības pasākumus, kas veicami katrā atsevišķā gadījumā.

3. Citi apstiprināti klasificētās informācijas nosūtīšanas vai apmaiņas veidi, tajā skaitā elektromagnētiskais, var tikt izmantoti, ja par to ir vienojušās kompetentās drošības institūcijas.

11.pants

Drošības pārkāpums un nesankcionēta izpaušana

1. Ja drošības pārkāpuma rezultātā ir notikusi vai ir iespējama klasificētās informācijas, kura ir saņemta no otras Līgumslēdzējas Puses, nesankcionēta izpaušana, kompetentā drošības institūcija, kuras valstī ir notikusi nesankcionēta izpaušana, nekavējoties informē otras

Līgumslēdzējas Puses kompetento drošības institūciju un veic nepieciešamo izmeklēšanu. Ja nepieciešams, otra Līgumslēdzēja Puse piedalās izmeklēšanā.

2. Ja nesankcionēta izpaušana nav notikusi Līgumslēdzēju Pušu valstīs, informācijas nosūtītājas Līgumslēdzējas Puses kompetentā drošības institūcija rīkojas saskaņā ar 1.punktu.

3. Ikvienā gadījumā otra Līgumslēdzēja Puse tiek informēta par izmeklēšanas rezultātiem un tā saņem nobeiguma ziņojumu par notikuma iemesliem un nodarīto zaudējumu apjomu.

12.pants

Strīdu risināšana

Jebkurš strīds par šī Līguma iztulkošanu vai piemērošanu tiek risināts draudzīgā veidā Līgumslēdzēju Pušu konsultācijās.

13.pants

Dažādi noteikumi

1. Pantu virsraksti tiek lietoti atsauces labad un tie nav radīti ar mērķi ierobežot vai paplašināt noteikumu, uz kuriem attiecas nodaļas virsraksts, izteiksmes veidu.

2. Neviena no Līgumslēdzējām Pusēm nav tiesīga piešķirt vai citā veidā nodot savas tiesības vai pienākumus, kas noteiktas šajā Līgumā, bez otras Līgumslēdzējas Puses rakstiskas piekrišanas.

3. Katra Līgumslēdzēja Puse sniedz palīdzību otras Līgumslēdzējas Puses personālam, kurš saskaņā ar šī Līguma noteikumiem sniedz pakalpojumus un/vai realizē tiesības otras Līgumslēdzējas Puses valstī.

4. Ja nepieciešams, Līgumslēdzēju Pušu kompetentās drošības institūcijas konsultē viena otru specifiskos tehniskos jautājumos, kas saistīti ar šī Līguma izpildi, un tās var savstarpēji vienoties katrā gadījumā noslēgt drošības papildprotokolus šim Līgumam.

14.pants

Nobeiguma noteikumi

1. Šis Līgums tiek noslēgts uz nenoteiktu laiku. Šis Līgums ir apstiprināms saskaņā ar katras Līgumslēdzējas Puses nacionālajām juridiskajām

procedūrām un stājas spēkā otrā mēneša pirmajā dienā pēc tam, kad saņemts pēdējais no abu Līgumslēdzēju Pušu paziņojumiem par to, ka nepieciešamās iekšējās tiesību normu prasības, lai Līgums stātos spēkā, ir izpildītas.

Katrai Līgumslēdzējai Pusei ir tiesības izbeigt Līgumu. Šādā gadījumā rakstisks paziņojums par Līguma izbeigšanu tiek iesniegts otrai Līgumslēdzējai Pusei sešus mēnešus iepriekš.

Neatkarīgi no Līguma darbības izbeigšanas, klasificētā informācija, kas ir sniegta saskaņā ar šo Līgumu, tiek aizsargāta saskaņā ar noteiktajiem noteikumiem.

2. Katra Līgumslēdzēja Puse nekavējoties informē otru Līgumslēdzēju Pusi par jebkādam izmaiņām tās likumos vai noteikumos, kas var ietekmēt klasificētās informācijas aizsardzību šī Līguma ietvaros. Šādā gadījumā Līgumslēdzējas Puses konsultējas, lai apsvērtu iespējamās šī Līguma izmaiņas. Šajā laikā klasificētā informācija tiek aizsargāta kā tas ir noteikts, ja vien nosūtītāja Līgumslēdzēja Puse rakstiski nelūdz rīkoties savādāk.

3. Šis Līgums var tikt grozīts un papildināts, abām Līgumslēdzējām Pusēm par to savstarpēji vienojoties. Šādi grozījumi vai papildinājumi tiek veikti rakstiski un stājas spēkā saskaņā ar šī panta 1.punktu.

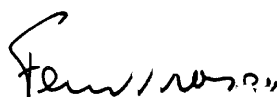
Šo apliecinot, apakšā parakstījušies, savu valdību pilnvaroti pārstāvji ir parakstījuši šo līgumu.

Noslēgts Romā 2000. gada 5. decembrī latviešu un itāļu valodās, abi teksti ir vienlīdz autentiski.

Latvijas Republikas
valdības vārdā



Itālijas Republikas
valdības vārdā



[TRANSLATION - TRADUCTION]

SECURITY AGREEMENT BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF LATVIA AND THE GOVERNMENT OF THE REPUBLIC
OF ITALY FOR THE MUTUAL PROTECTION OF CLASSIFIED
INFORMATION

1. The Government of the Republic of Latvia and the Government of the Republic of Italy, hereinafter referred to as the Contracting Parties, wishing to guarantee the mutual protection of all classified information which is exchanged directly or through other public agencies or private organizations under the jurisdiction of the Contracting Parties, is included in government documents or is covered by government agreements, have agreed as follows:

Article 1. Scope

1. This Agreement shall apply to activities of any kind involving the exchange of classified information between the Contracting Parties in respect of the following:

- (a) Cooperation between the Contracting Parties relating to national defence or any other matter involving national security;
- (b) Cooperation, collaboration, contracts and all other arrangements between public and private entities of the Contracting Parties relating to national defence or any other matter involving national security;
- (c) Sale of equipment.

Article 2. Definitions

1. For the purposes of this Agreement:

"Classified information" means:

(a) For the Republic of Italy:

Any document or material referred to below or any transaction, information, activity or other item which has been so designated by a security classification;

(b) For the Republic of Latvia:

Information, documents or materials containing State secrets, whether military, political, economic, scientific or technical, or any other information included in the checklist approved by the Cabinet of Ministers, whose loss or unauthorized disclosure might jeopardize national security or national political or economic interests.

"Classified document" means:

Anything containing classified information, regardless of its physical form or characteristics, including, without limitation, written or printed information; data-processing cards and tapes, maps, photographs, pictures, drawings, engravings, sketches, working notes, carbon copies and ink ribbons, or reproductions by any means or process; sound,

voice, magnetic, electronic, optical or video recordings in any form; and portable automated data processing (ADP) equipment with resident or removable computer storage media.

"Classified material" means:

Any object or item of machinery, prototype, equipment, weapon, etc., whether produced or in the process of being produced by machine or by hand, which has been assigned a security classification.

"Security classification" means:

A mark indicating the level of protection assigned to the classified information in accordance with the respective laws and regulations of the Contracting Parties.

"Classified contract" means:

An Agreement between two or more public or private entities establishing reciprocal rights and duties of the parties, which contains or provides for the use of classified information.

"Contractor or subcontractor" means:

A natural or legal person with the legal capacity to enter into contracts.

"Breach of security" means:

An act or omission contrary to national security standards which has consequences that might jeopardize or compromise classified information.

The term "Compromise of security" means:

The transmission, in whole or in part, of knowledge of classified information to persons or entities lacking the proper security clearance, or to States lacking authorized access to such information, or the possibility that such transmission may have occurred.

The term "security aspects letter" means:

A document issued by the competent authority, as part of any classified contract or subcontract, indicating the security requirements or those elements of a classified contract that require security protection under any circumstances.

The term "security classification checklist" means:

A list containing information related to those aspects of a contract that need to be classified and to the classification levels assigned to the contract. The list shall be attached as an annex to the security aspects letter, or incorporated therein.

"Personal security clearance" means:

A favourable determination following a screening procedure designed to ascertain the loyalty and trustworthiness of an individual, on the basis of which that person may have access to and handle classified information up to a given classification level in accordance with the applicable national security rules.

The term "facility security clearance" means:

A favourable determination following a screening procedure designed to ascertain the physical and organizational capability of a public and/or private entity to handle classified information up to a given classification level in accordance with the applicable national security laws and regulations.

The term "need to know" means:

The principle according to which access to classified information may be granted only to persons who objectively need the information for the performance of their official duties, for which purpose the information has been released to the Contracting Party receiving it.

The term "competent security authority" means:

The authority which, in accordance with national laws and regulations, is responsible for the protection of classified information. Such authorities are mentioned in article 7 of this Agreement.

"Third party" means:

Any organization or third State not party to this Agreement.

Article 3. Protection of information

1. The two Contracting Parties shall, in accordance with their own national laws, regulations and procedures, take appropriate measures to protect classified information transmitted, received, generated or developed pursuant to an agreement or relationship to that effect between them. The Contracting Parties shall guarantee that all classified information exchanged, received, originated or developed is afforded the same degree of security protection as is afforded to their own classified information of the corresponding classification level, as specified in article 4 of this Agreement.

2. The receiving Contracting Party and/or its agencies shall not downgrade the classification level of any classified information received or declassify such information without the prior written consent of the originating Contracting Party. The originating Contracting Party shall inform the receiving Contracting Party of any change in the security classification of the information exchanged.

3. Documents containing information marked SEVISKI SLEPINI/ SEGRETISSIMO/ TOP SECRET shall be translated or copied only with the prior written authorization of the respective authority of the Contracting Party issuing the information.

4. Classified information or material shall be destroyed in such a way that it is impossible to reconstruct, in whole or in part, the classified information. Information or material marked SEVISKI SLEPINI/SEGRETISSIMO/ TOP SECRET shall not be destroyed. Such information shall be returned to the respective authorities of the Contracting Party issuing the information.

5. Access to areas and facilities in which classified activities are conducted or where classified information is stored shall be restricted to persons who have security clearance and who, because of their official duties or office, have a "need to know".

6. Neither of the Contracting Parties shall release classified information to third States or international organizations without the prior authorization of the Contracting Party providing such information.

This Agreement may not be used by one Contracting Party to obtain any classified information that the other Contracting Party has received from third States or international organizations.

7. Each Contracting Party shall supervise the observance of security laws, standards and procedures by public and/or private entities which hold, develop, produce and/or use classified information of the other Contracting Party, by means of, inter alia, inspection visits.

Article 4. Security classification

1. The equivalent security classifications applicable to information exchanged under the terms of this Agreement are as follows:

(a) For the Republic of Italy: RISERVATO (RESTRICTED), RISERVATISSIMO (CONFIDENTIAL), SEGRETO (SECRET), SEGRETISSIMO (TOP SECRET);

(b) For the Republic of Latvia: KONFIDENCIALI (CONFIDENTIAL), SLEPENI (SECRET), SEVISKI SLEPENI (TOP SECRET).

2. Their equivalents are shown in the following table:

<i>Latvia</i>	<i>Equivalent</i>	<i>Italy</i>
SEVISKI SLEPENI	TOP SECRET	SEGRETISSIMO
SLEPENI	SECRET	SEGRETO
KONFIDENCIALI	CONFIDENTIAL	RISERVATISSIMO

3. The Republic of Latvia shall afford information classified as RISERVATO the same protection it affords Latvian information classified as KONFIDENCIALI.

Article 5

Security clearances

1. Each Contracting Party shall ensure that all persons who, because of their office or official duties, require access to information classified CONFIDENTIAL and above and have valid and appropriate security clearance issued by the competent national security authorities or by other authorities expressly designated in accordance with the respective laws and regulations.

2. The individual screening required for personal security clearance must establish whether the loyalty and trustworthiness of the person concerned are such as to warrant access to classified information without any risk to security.

3. Upon request, the Contracting Parties, taking into account their respective domestic laws and regulations, shall cooperate in carrying out the personal security clearance and facility security clearance procedures agreed to by their respective national security authorities competent in the matter.

Article 6. Release of information

1. Classified information may be released to third States or international organizations, pursuant to this Agreement, with the prior written consent of the originating Contracting Party, which may impose further restrictions upon the release.

2. Each Contracting Party shall use the classified information of the other Contracting Party solely for the purpose for which the information was provided.

Article 7. Competent security authorities

1. The competent security authorities responsible for the implementation and the relevant monitoring of all aspects of this Agreement shall be:

<i>In Latvia</i>	<i>In Italy</i>
Stevedores aizsardzības birojs	Office of the President of the Council of Ministers
(Constitution Protection Bureau)	National Security Authority
P. O. Box 286	Executive Committee for Information and Security Service (CESIS)
Riga - 1001	Via della Pineta Sacchetti, 216
Latvia	00168 Rome
	Italy

Each Contracting Party undertakes to ensure that its competent security authorities scrupulously observe the requirements of this Agreement.

2. The two competent security authorities, within the jurisdiction of their respective States, shall prepare, issue and supervise the security instructions and procedures for the protection of classified information exchanged pursuant to any other agreement between the Contracting Parties.

3. Upon request, each of the competent security authorities shall provide the other competent security authorities with information concerning their own organization and security procedures with a view to meeting and maintaining the same security standards and facilitating joint visits to the two countries by authorized personnel. The two Contracting Parties shall agree on the arrangements for such visits.

Article 8. Visits

1. Visits to areas where classified information is developed, handled or stored or where the activities described in article 1 of this Agreement are carried out shall be permitted by

one Contracting Party in the case of visitors from the other Contracting Party only after written authorization has been obtained from the competent security authorities of the receiving Contracting Party. Such authorization shall be granted only to persons who have security clearance and a "need to know".

2. The procedures relating to visits shall be established by agreement between the competent security authorities.

3. Each Contracting Party shall ensure that the personal data of visitors is protected in accordance with the respective national laws and regulations.

Article 9. Industrial security

1. Where either Contracting Party and/or any of its agencies or entities to which the provisions of article 1 apply awards a classified contract for services in the territory of the other Contracting Party, the Contracting Party in whose country the services are being provided shall assume responsibility for handling the classified information relating to the contract, in accordance with the respective laws and regulations.

2. Before a Contracting Party releases to its contractors or prospective contractors any classified information received from the other Contracting Party, the receiving Contracting Party shall:

(a) Grant appropriate facility security clearance to the contractors or prospective contractors concerned;

(b) Grant appropriate personal security clearance to all personnel who by reason of their official duties will require access to classified information;

(c) Ensure that all persons who will have access to classified information are informed of their responsibility to protect such classified information.

3. All classified contracts between public and/or private entities of the Contracting Parties shall include a specific security aspects letter which shall, in turn, include a security classification checklist.

4. The competent security authorities in whose country the contract is to be formalized shall ensure that such contract is afforded the same protection measures as are applied to protect its own contracts having the same security classification.

5. A list of the prospective subcontractors involved in a classified contract shall be submitted in advance by the contractor to the competent security authorities for approval. If approved, the prospective contractors on the list shall satisfy the same security requirements as those established for the contractor.

6. Prior notification of each classified contract or subcontract shall be given to the competent security authorities of the Contracting Party in whose country the contract or subcontract is to be implemented.

Two copies of the security aspects letter for every classified contract shall be forwarded to the competent security authorities in whose country the contract is to be implemented.

7. The Contracting Parties shall protect copyrights, ownership of industrial rights, including patents, and any other rights associated with the classified information exchanged between them.

Article 10. Transmittal of classified information

1. Classified information shall normally be transmitted through the diplomatic or military channels, or by way of other courier services approved by the competent security authorities. The receiving authority shall confirm receipt of the classified information and shall forward the information to the receiving party in accordance with the respective national laws and regulations.

2. The exchange of bulky information or classified materials shall be mutually established and approved by the competent security authorities in each individual case with respect to means of transport, routes and security measures.

3. Other approved means of transmitting and exchanging approved classified information, including computer software, may be mutually agreed upon by the competent security authorities.

Article 11. Breach of compromise of security

1. In the case of a breach of security resulting in a known or suspected compromise of classified information originated by or received from the other Contracting Party, the competent security authorities in whose country the compromise proves to have occurred shall inform the competent security authorities of that other Contracting Party without delay and shall conduct an appropriate investigation.

The other Contracting Party shall upon request participate in the investigation.

2. If the compromise occurs in a country other than those of the Contracting Parties, the competent security authority of the Contracting Party which sent the classified information shall take the steps referred to in paragraph 1 above.

3. The other Contracting Party shall in all cases be informed of the outcome of the investigation and shall receive the final report giving the reasons for the occurrence and an assessment of the damage caused.

Article 12. Disputes

Any disputes arising from the interpretation or implementation of this Agreement shall be resolved amicably after consultation between the Contracting Parties.

Article 13. Miscellaneous

1. All the above titles of articles are to be understood solely as having been included for ease of reference and shall not be interpreted or used for other purposes which might in any way restrict or broaden the language of the provisions to which the titles refer.

2. The Contracting Parties shall not have any right to assign or otherwise transfer the rights or obligations deriving from this Agreement without the written consent of the other Contracting Party.

3. Each Contracting Party shall assist the personnel of the other Contracting Party in the exercise of functions and/or rights in connection with the implementation of this Agreement in the counterpart country.

4. Where necessary, the security authorities of the Contracting Parties shall consult each other on specific technical points involved in the implementation of this Agreement and may from time to time decide by mutual agreement to conclude security protocols supplementary to this Agreement.

Article 14. Final provisions

1. This Agreement shall remain in force indefinitely and shall enter into force on the first day of the second month following the date of receipt of the second of the two notifications by which the Contracting Parties officially inform each other that their respective internal procedures for its entry into force have been completed.

Each Contracting Party shall have the right to terminate this Agreement. To that end, the other Party shall be given notice of termination in writing at least six months in advance.

Notwithstanding the termination of this Agreement, all classified information released pursuant to this Agreement shall continue to be protected in accordance with the provisions set forth herein.

2. Each Contracting Party shall promptly notify the other of any changes to its own laws and regulations which might have an effect on the protection of the classified information referred to in this Agreement. In such a case, the Contracting Parties shall consult each other to discuss the possibility of amending this Agreement. In the meantime, the classified information shall continue to be protected as provided, unless otherwise established in writing by the Contracting Party which released it.

3. Any amendments or additions to this Agreement may be made by mutual agreement between the Contracting Parties. Such amendments or additions shall be proposed in writing and shall enter into force in accordance with paragraph 1 of this article.

In Witness Whereof, the undersigned representatives, being duly authorized thereto by their respective Governments, have signed this Agreement.

Done at Rome on 5 December 2000, in the Latvian and Italian languages, both texts being equally authentic.

For the Government of the Republic of Latvia:

For the Government of the Republic of Italy:

[ENGLISH TEXT — TEXTE ANGLAIS]

AMBASCIATA D'ITALIA¹

RIGA

I

Note No. 30/2005

The Embassy of Italy presents its compliments to the Ministry of Foreign Affairs of the Republic of Latvia and, with reference to the Agreement between the Government of the Republic of Latvia and the Government of the Republic of Italy on the Mutual Protection of Classified Information, signed in Rome on 5 December 2000, has the honour to inform it that the Italian Ministry of Foreign Affairs agrees on the correction proposed by the Latvian Ministry of Foreign Affairs, as set out in Note no. 41/200 -1050 of February 7, 2005.

The Embassy of Italy avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Latvia the assurances of its highest consideration.

Riga, April 5, 2005

Ministry of Foreign Affairs
of the Republic of Latvia
RIGA

II

MINISTRY OF FOREIGN AFFAIRS

REPUBLIC OF LATVIA

No 41/200- 1050

The Ministry of Foreign Affairs of the Republic of Latvia presents its compliments to the Embassy of the Italian Republic and has the honour to refer to the Agreement between the Government of the Republic of Latvia and the Government of the Italian Republic on the Mutual Protection of Classified Information, signed in Rome on 5 December 2000.

The Ministry would like to draw the Embassy's attention to the typographical error in the Latvian version of the aforementioned Agreement - the sub-paragraph a) of the paragraph 1 of the Article 2 should be followed by sub-paragraph b), which reads as follows:

"b) Latvijas Republika:

informacija, dokumenti vai materiāli, kas satur valsts noslēpumu, proti, militāru, politisku, ekonomisku, zinātnisku, tehnisku vai jebkādu citu informāciju, kas iekļauta Ministru kabineta apstiprinātā sarakstā un kuras nozāudesana vai nesankcionēta izpaušana var apdraudēt nacionālo drošību, ekonomiskas vai politiskas intereses."

1. Embassy of Italy - Ambassade d'Italie.

The Ministry proposes that the aforementioned error should be corrected in accordance with the Article 79 of the Vienna Convention on the Law of Treaties. The correction, as set out above, shall supplement the paragraph 1 of the Article 2 ab initio in accordance with the paragraph 4 of the Article 79 of the Convention. If this proposal is acceptable to the Italian side, then the present note and your affirmative reply shall constitute an agreement of the correction of the error.

The Ministry of Foreign Affairs of the Republic of Latvia avails itself of this opportunity to renew to the Embassy of the Italian Republic the assurances of its highest consideration.

Riga, 7 February 2005

Embassy of the Italian Republic
Riga

