

16.12.2008

003277

SECRECY AGREEMENT

**ON PROTECTION OF CLASSIFIED
INFORMATION**

BETWEEN

THE ISRAELI MINISTRY OF DEFENCE

AND

**THE MINISTRY OF DEFENCE OF THE STATE OF THE
REPUBLIC OF ESTONIA**

PREAMBLE

- WHEREAS** The Israeli Ministry of Defence and The Ministry of Defence of the State of the Republic of Estonia, hereinafter referred to as: "the Parties", intend to cooperate in joint projects concerning defence and military issues; and
- WHEREAS** The Parties wish to safeguard the secrecy of the defence and military projects as well as the secrecy of classified information and materials concerning Defence Cooperation that are to be exchanged between them; and
- WHEREAS** The Parties desire to set forth the terms and conditions governing this Agreement have agreed as follows:

ARTICLE I - DEFINITIONS

1. For the purpose of this Agreement the term "Classified Materials and Information" includes information and materials of any kind which in the interest of the national security of the Originating Party and in accordance with its applicable laws and regulations, requires protection against unauthorized disclosure and which has been classified in accordance with Article III to this Agreement by the appropriate Security Authorities.
2. The term "Information" includes any classified information, in any form, including written, oral or visual forms.
3. The term "Material" may be any document, product, or substance on or in which, information may be recorded, or embodied and shall encompass everything, regardless of its physical character including, but not limited to: writing, hardware, equipment, machinery, apparatus, devices, models, photographs, recordings, reproductions, maps and letters, as well as other products, substance, or items from which information can be derived.

ARTICLE II- SECURITY CLASSIFICATION AND DISCLOSURE

1. The Parties are not allowed to disclose "Classified Materials and Information" under this Security Agreement received pursuant to the Defence Co- operation and projects held between the Parties to any third parties, countries or nations, or individuals without the prior written consent of the Security Authority of the Originating Party.
2. In accordance with their national laws, regulations and practices, both Parties will take appropriate measure in order to protect "Classified Materials and Information." The Parties will afford to all such "Classified Materials and Information" the same degree of security protection as is provided for their own Classified Information and Materials of the equivalent level of classification as defined in Article III.
3. Access to "Classified Materials and Information" will be limited only to those whose duties make such access essential, who have been security cleared and authorized by their security authority and who due to their duties have a need to know.

ARTICLE III – SECURITY CLASSIFICATION

1. Having taken knowledge of the security measures prescribed by their respective national laws and regulation, each Party undertakes to protect the "Classified Materials and Information" exchanged under this Agreement and adopts the equivalence of the security classifications set out in the table below:

ESTONIA	ENGLISH	ISRAEL
TAIESTI SALAJANE	TOP SECRET	SODI BEYOTER
SALAJANE	SECRET	SODI
KONFIDENTSIAALNE	CONFIDENTIAL	SHAMUR

2. Each Party undertakes, when receiving "Classified Information and Materials" from the other Party to record and to mark it with its own security level classification marking in accordance with the equivalence set out in the table above. The Originating Party shall inform the Receiving Party of any change in such classification. Transactions and reproductions shall be marked with the same Security Classification as the originals.
3. The Receiving Party and/or entities of its state shall neither downgrade the classification nor declassify the received "Classified Information and Materials". The Originating Party shall inform the Receiving Party in writing of any change in the security classification of the "Classified Materials and Information".
4. Classification guidance for any specific project will be agreed upon by the Security Officers of both Parties.

ARTICLE IV - VISITORS FROM ONE COUNTRY TO THE OTHER AND SECURITY CLEARANCE

1. Access to "Classified Materials and Information" and to premises where classified projects are carried out, will be granted by one country to any person from the other country if previous permission from the competent Security Authority of the Host Party has been obtained. Such permission will be granted only upon visit applications to persons who have been security cleared and authorized to deal with "Classified Materials and Information" (hereinafter referred to as: "the Visitors").
2. The competent Security Authority of the Originating Country shall notify the competent Security Authority of the Host Country of expected visitors, at least three weeks prior to the planned visit. In case of special needs, Security Authorization of the visit will be granted as soon as possible, subject to prior coordination.

3. Visit applications shall include at least the following data:
 - A. Name of the visitor ,date and place of birth, nationality and passport number.
 - B. Official title of the visitor and the name of the entity, plant or organization represented by him.
 - C. Security clearance of the visitor, given by his Security Authorities.
 - D. Planned date of visit.
 - E. Purpose of the visit.
 - F. Name of plants, installations and premises requested to be visited.
 - G. Name of persons in the host country to be visited, names of entities, Plants or Organizations, Points of Contact.
4. Upon approval of the competent Security Authority, the visit permission can be granted for a specific period of time, as necessary for a specific Project. Multiple visit permissions will be granted for a period not exceeding 12 months. Such permission shall be granted by the relevant Authorities of the Parties.

ARTICLE V - TRANSFER OF "CLASSIFIED MATERIALS AND INFORMATION"

1. "Classified Materials and Information" will be requested and transferred from one country to the other only through approved channels agreed upon by the Parties. The approved channels are the Israeli Mission in Berlin and the Estonian Military Attache in Berlin or by Special Couriers.
2. Unclassified Information and Materials can be transferred through agreed means of communications.

ARTICLE VI - LEAKAGE OF "CLASSIFIED MATERIALS AND INFORMATION"

1. In case of any leakage of "Classified Materials and Information" the Receiving Party will investigate all cases in which it is known or there are grounds for suspecting that "Classified Materials and Information" from the Originating Party have been lost or disclosed to unauthorized persons. The Receiving Party shall also promptly and fully inform the Originating Party of the details of any such occurrences, and of the final results of the investigation and corrective actions taken to preclude recurrences.
2. The Party performing the investigation shall bear all costs incurred in the investigation and such costs will not be subject to reimbursement from the other Party.

ARTICLE VII – COMPETENT SECURITY AGENCIES AND COORDINATION

1. The competent Security Authorities responsible for supervision and co-ordination of the implementation of this agreement are:

In the State of Israel

Directorate of Security
Defence Establishment (DSDE/MALMAB)
Hakiria, Tel-Aviv
ISRAEL
Tel: 972-3-6975486
Fax: 972-3-6975138

In the Republic of Estonia

National Security Authority
Department of Security
Ministry of Defence
Republic of Estonia
Sakala str.1
15094 Tallinn
ESTONIA
Tel: 372-6406031
Fax: 372-6406001

2. The competent Security Authorities of the two Parties as abovementioned shall agree upon mutual Security Plans for the exchange of "Classified Materials and Information" in accordance with this Agreement.
3. Both Security Authorities, each within the sphere of its own state, will prepare and distribute Security Instructions and procedures for the protection of "Classified Materials and Information" as specified in Article I of this Agreement.
4. Each Party agrees and undertakes to pre-coordinate with the other Party all provisions, instructions, procedures and practices related in any way to the implementation of this Agreement, in general and all contracts between private or public entities or firms engaged by both Parties, in particular.
5. Security experts from each Party shall visit the Defence Facilities located in the other Party's country in order to exchange ideas concerning the activities to be performed according to this Agreement.

ARTICLE VIII- DISPUTE RESOLUTION

1. In the event of any dispute arising between the Parties to this Agreement, whether such dispute shall relate to the interpretation of the Agreement or to the execution of the terms hereof or any matter arising therefrom, the Parties shall, in the first instance, make every reasonable effort to reach an amicable agreement.
2. In the event, however, of the Parties failing to reach such settlement, the Parties agree to submit the dispute to the joint arbitration of the Director of Security for the Israeli Defence Establishment and the Director of the Department of Security of the Estonian Ministry of Defence. Any decision given or award made pursuant to any such arbitration shall be final and binding on the Parties to this Agreement.
3. During the pending of any dispute, controversy and/or arbitration, both Parties shall continue to fulfill all of their obligations under this Agreement.

4. Under no circumstances will any dispute and/or interpretation of this Agreement be referred to any third country or to any National or International Tribunal or any National or International law.

ARTICLE IX - MISCELLANEOUS

1. The failure of either Party to insist in any one or more instances upon strict performance of any of the terms of this Agreement or to exercise any rights conferred herein, shall not be construed as a waiver to any extent of either Party's rights to assert or rely upon any such terms or rights on any future occasion.
2. Each Party shall assist the other Party's personnel performing services and/or exercising rights in accordance with the provisions of this Agreement in the opposite Party's country.
3. This Agreement covers any preliminary information, which has been transferred concerning any cooperation project, prior to the signing of this Agreement.
4. This Agreement shall be subject on a case by case basis to "MODUS OPERANDI" to be agreed upon by the Security Authorities of the Parties as detailed in Article VII paragraph 2. separately from this Agreement. Each contract to be signed, which is subject to "Modus Operandi" ,will be under this General Secrecy Agreement.
5. The provisions of this Agreement are not intended to conflict with the national laws of the Parties or with International Agreements, which might be in force.
6. In case of Termination of this General Secrecy Agreement the classification of each existing Project shall remain in force until mutual consent of the Parties is achieved concerning the security aspects.

ARTICLE X-FINAL PROVISIONS

1. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all previous communications, or representations, oral or written, heretofore made between the Parties in respect of the subject matters hereof.
2. This Agreement shall enter into force upon signature by the two Parties.
3. This Agreement may be terminated at any time by either Party with a written notification. In such a case the Agreement expires after six months after receipt of this notification. This agreement shall remain in effect and shall apply to any and all activities, contacts or exchange of "classified information and materials" carried out prior to the termination.
4. This Agreement shall not be changed other than in writing, signed by the duly authorized representative of each Party.

Done in two originals in English

On behalf of the Israeli
Ministry of Defence



Yechiel Horev
Director
DSDE/MALMAB

On behalf of the Ministry of
Defence of the Republic
Of Estonia



Herman Simm
Director of Security Department
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