



Latvia No.1 (2021)

Agreement

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

Riga, 17 December 2020

[The Agreement is not in force]

*Presented to Parliament
by the Secretary of State for Foreign, Commonwealth and Development Affairs
by Command of Her Majesty
June 2021*

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

The United Kingdom of Great Britain and Northern Ireland (“UK”) and the Republic of Latvia (hereinafter jointly referred to as “the Parties” or individually as a “Party”), wishing to ensure the protection of Classified Information generated by and/or exchanged between the two Parties, or Contractors under their jurisdiction in either the UK or Latvia, have, in the interests of the national security of each Party, established the following arrangements which are set out in this Agreement.

ARTICLE 1

Purpose

1. The purpose of this Agreement is to ensure the protection of UK, Latvian, or jointly generated Classified Information, which has been provided by one Party to the other, exchanged between a Party and a Contractor under the jurisdiction of the other Party, or between Contractors under the respective Parties’ different jurisdictions in accordance with national laws and regulations. This Agreement sets out the security procedures and arrangements for such protection.
2. Nothing in this Agreement shall be interpreted as binding a Party in respect of Classified Information that is exclusively its own.

ARTICLE 2

Definitions

For the purposes of this Agreement:

- a) **“Classified Contract”** means a contract (including a sub-contract), or pre-contractual negotiations, which contains Classified Information or which involves access to, or the generation, use or transmission of Classified Information.
- b) **“Classified Information”** means any information or material of whatever form, nature or method of transmission determined by a Party, or both Parties for jointly generated information or material, to require protection against unauthorised access, disclosure, misappropriation, loss or compromise.
- c) **“Competent Security Authority”** (CSA) means a Government authority in a Party which is responsible for implementing the provisions

set out in this Agreement. A CSA may also undertake some of the responsibilities of a NSA.

- d) **“Contractor”** means any individual or legal person with the capability to enter into contracts, other than a Party to this Agreement.
- e) **“Facility”** means an installation, plant, factory, laboratory, office, university or other educational institution or commercial undertaking (including any associated warehouses, storage areas, utilities and components which, when related by function and location, form an operating entity), and any government department, agency or establishment.
- f) **“Facility Security Clearance”** (FSC) means a determination by a NSA or CSA of a Party that a Contractor under its jurisdiction fulfils the conditions to access and handle Classified Information in accordance with national laws and regulations.
- g) **“National Security Authority”** (NSA) means the Government authority of a Party with ultimate responsibility for the security of Classified Information in accordance with this Agreement and the national laws and regulations that apply to that authority. A NSA may also undertake some of the responsibilities of a CSA.
- h) **“Need to Know”** means the necessity for an individual to have access to Classified Information in connection with official duties and/or for the performance of a specific task.
- i) **“Originating Party”** means the Party that provides Classified Information to the Receiving Party under this Agreement.
- j) **“Personnel Security Clearance”** (PSC) means a determination by a NSA or CSA of a Party that an individual has been security cleared to access and handle Classified Information in accordance with its national laws and regulations.
- k) **“Receiving Party”** means the Party that receives Classified Information from the Originating Party under this Agreement.
- l) **“Security Aspects Letter”** (SAL) means a document associated with a Classified Contract that identifies each part of that Classified Contract which contains Classified Information.
- m) **“Security Classification Level”** means a category assigned to Classified Information which indicates its sensitivity, the degree of damage that might arise in the event of unauthorised access or disclosure, misappropriation, loss or compromise, and the level of protection to be applied to it by the Parties.

- n) **“Security Incident”** means an act or omission contrary to national laws and regulations, which results in the unauthorised access to, or disclosure, misappropriation, loss or compromise of Classified Information protected under this Agreement.
- o) **“Third Party”** means any natural or legal person who is neither bound to act in accordance with this Agreement nor is subject to a Classified Contract.

ARTICLE 3

Security Authorities

1. The NSAs designated by the Parties are:

For the United Kingdom of Great Britain and Northern Ireland	For the Republic of Latvia
UK National Security Authority Cabinet Office	Constitution Protection Bureau of the Republic of Latvia

2. Each NSA shall notify the other NSA in writing of the relevant CSAs in their country before this Agreement enters into force.
3. Each NSA shall notify the other NSA in writing of any significant changes to their respective NSA or CSAs.

ARTICLE 4

Security Classification Levels

1. Any Classified Information provided, or jointly generated, in written form under this Agreement shall be marked with the appropriate Security Classification Level according to the national laws and regulations of the Originating Party.
2. The Parties agree that their Security Classification Levels shall correspond to one another as follows:

For the United Kingdom of Great Britain and Northern Ireland	For the Republic of Latvia
UK TOP SECRET	SEVIŠĶI SLEPENI
UK SECRET	SLEPENI
No equivalent (see paragraph 3 of this Article)	KONFIDENCIĀLI
UK OFFICIAL-SENSITIVE	DIENESTA VAJADZĪBĀM (see paragraph 4 of this Article)

3. The UK shall afford Classified Information at the level of KONFIDENCIĀLI the same degree of protection as it would Classified Information at the level of UK SECRET.

4. DIENESTA VAJADZĪBĀM is a protective marking according to Latvian national laws and regulations, but for the purposes of this Agreement is considered and defined as Classified Information. The UK shall afford such information the same degree of protection as it would for Classified Information at the level of UK OFFICIAL-SENSITIVE. Latvia shall afford UK OFFICIAL-SENSITIVE Classified Information the same degree of protection as it would for DIENESTA VAJADZĪBĀM information.

ARTICLE 5

Security Measures

1. The Parties shall take all appropriate measures applicable under their national laws and regulations to protect Classified Information.

2. The Originating Party shall ensure that the Receiving Party, or the Contractor to which the Originating Party provides the Classified Information, including where this is provided orally, is informed of:

- a) the Security Classification Level of the Classified Information provided, including any conditions of release or limitations on its use; and
- b) any subsequent change in the Security Classification Level of the Classified Information provided.

3. When the Originating Party provides Classified Information to the Receiving Party, the Receiving Party shall:

- a) afford such Classified Information the same degree of protection as it affords its own Classified Information at the corresponding Security Classification Level (as set out in Article 4 of this Agreement);
- b) ensure that the Security Classification Levels assigned to Classified Information are not altered or revoked, except with the prior written approval of the Originating Party;
- c) ensure that such information is used solely for the purpose for which it has been provided (unless the Originating Party expressly consents in writing to a further or different use); and
- d) subject to Article 7 of this Agreement and applicable national laws and regulations, not disclose Classified Information to a Third Party or make such Classified Information available to the public without the prior written approval of the Originating Party.

4. In order to achieve and maintain comparable standards of security, each NSA shall, on request, provide the other with appropriate information about its national security policies, standards, procedures and practices for safeguarding Classified Information, and may for this purpose facilitate visits by representatives of the other Party as appropriate.

5. Each NSA shall notify the other about any significant change to their national laws and regulations which substantially affects the protection of Classified Information exchanged under this Agreement.

ARTICLE 6

Access to Classified Information

1. Access to Classified Information shall be limited to individuals who have a Need to Know and who have been appropriately briefed on their responsibilities and obligations to protect Classified Information.

2. Access to Classified Information at the UK TOP SECRET, SEVIŠĶI SLEPENI, UK SECRET, SLEPENI or KONFIDENCIĀLI levels shall be limited to individuals who have been granted an appropriate PSC. As an exception, certain individuals may be allowed access to Classified Information by virtue of their function if permitted under their respective national laws and regulations.

3. For British and Latvian nationals requiring access to Classified Information generated and/or exchanged under this Agreement the PSC process shall be undertaken by their respective NSA or CSA in accordance with national laws and regulations. If applicable the NSA or CSA of the other Party shall provide assistance

in carrying out security investigations in accordance with its national laws and regulations.

4. Access to Classified Information at the UK TOP SECRET or SEVIŠĶI SLEPENI level by an individual who has been authorised to access Classified Information to that level, in accordance with paragraph 2 of this Article, and holding single British or Latvian nationality, or holding dual British and Latvian nationality, may be granted without the prior written approval of the Originating Party. Access by individuals not holding one of the nationalities as set out in this paragraph shall require the prior written approval of the Originating Party.

5. Access to Classified Information at the UK SECRET, SLEPENI or KONFIDENCIĀLI levels by an individual who has been authorised to access Classified Information to at least that level, in accordance with paragraph 2 of this Article, and holding either single British or Latvian nationality, or holding dual nationality where at least one part is British or Latvian, may be granted without the prior written approval of the Originating Party. Access by individuals not holding the nationalities as set out in this paragraph shall require the prior written approval of the Originating Party.

6. A PSC is not required for access to Classified Information at the UK OFFICIAL-SENSITIVE or DIENESTA VAJADZĪBĀM level.

ARTICLE 7

Disclosure of Classified Information

1. Within the scope of national laws and regulations the Receiving Party shall take all reasonable steps available to prevent Classified Information being made available to the public or being disclosed to a Third Party.

2. If there is any request or requirement to make any Classified Information available to the public or for disclosure to a Third Party the NSA of the Receiving Party shall immediately notify the NSA of the Originating Party in writing, and both Parties shall consult each other in writing before a disclosure decision is taken by the Receiving Party.

ARTICLE 8

Transmission of Classified Information

1. If a Party wishes to transmit Classified Information at the UK TOP SECRET or SEVIŠĶI SLEPENI level in physical form it shall make arrangements for the Classified Information to be transmitted to the territory of the Receiving Party (or to the territory of the recipient Contractor) through diplomatic channels.

2. If a Party wishes to transmit Classified Information at the UK SECRET, SLEPENI or KONFIDENCIĀLI levels in physical form it shall make arrangements for the Classified Information to be transmitted to the territory of the Receiving Party (or to the territory of the recipient Contractor) through diplomatic channels or through other means agreed upon by the NSAs or relevant CSAs.
3. Where required by the Originating Party the Receiving Party (or recipient Contractor) shall confirm in writing the receipt of UK TOP SECRET, SEVIŠĶI SLEPENI, UK SECRET, SLEPENI or KONFIDENCIĀLI Classified Information. To facilitate this, the Originating Party shall include with the Classified Information a receipt to be signed by the Receiving Party (or recipient Contractor) to be returned to the Originating Party by a specific date.
4. If a Party wishes to transmit Classified Information at the UK OFFICIAL-SENSITIVE or DIENESTA VAJADZĪBĀM level in physical form it may be transmitted to the territory of the Receiving Party (or to the territory of the recipient Contractor) by postal services, by commercial courier companies, by authorised personal hand carriage, through diplomatic channels, or through other means agreed upon by the NSAs or relevant CSAs.
5. If a Party wishes to transport a large volume of Classified Information in physical form as freight it shall first ensure that the means of transport, the route and any escort requirements have been mutually agreed in advance by the NSAs or relevant CSAs of the Parties and that these are set out in a transport plan. This paragraph does not apply to transports at the UK OFFICIAL-SENSITIVE or DIENESTA VAJADZĪBĀM level.
6. If a Party wishes to physically transmit Classified Information to a final destination outside the territory of either Party (other than to a Party's diplomatic mission) such transmissions shall be subject to the prior written approval of the Originating Party.
7. If a Party wishes to transmit Classified Information electronically to the other Party it shall provide it in encrypted form using cryptographic methods and means mutually accepted by the Parties.
8. If the UK wishes to transmit Classified Information electronically at the UK OFFICIAL-SENSITIVE level to Latvia it may exceptionally do so in clear text provided suitable cryptographic methods and means are not available and if permitted by the relevant CSA of the UK. Any Classified Information marked UK OFFICIAL-SENSITIVE that is transmitted by the UK to Latvia in clear text shall fall under the Latvian Freedom of Information Law and, notwithstanding paragraph 3(a) of Article 5 of this Agreement, shall be considered to be equivalent to Latvian information marked IEROBEŽOTA PIEEJAMĪBA and protected accordingly.

9. The NSAs of the Parties may authorise CSAs of the respective Parties to mutually agree alternative transmission methods to exchange Classified Information to those required by this Article.

ARTICLE 9

Translation, Reproduction and Destruction of Classified Information

1. Translations and reproductions of Classified Information shall retain the security classification marking that was applied to the original and be protected accordingly. Such translations and reproductions shall be limited to the minimum required for an official purpose and shall be made only by individuals who have access to Classified Information in accordance with Article 6 of this Agreement.

2. Translations shall contain a suitable annotation, in the language into which they have been translated, indicating that they contain Classified Information of the other Party.

3. Classified Information at the UK TOP SECRET or SEVIŠKI SLEPENI level shall not be translated or reproduced by the Receiving Party without the prior written approval of the Originating Party.

4. When no longer required, and if not otherwise prescribed, Classified Information shall be destroyed in accordance with the standards and methods the Receiving Party would apply to its Classified Information at the corresponding Security Classification Level. The Originating Party shall be informed about the destruction of Classified Information at the UK TOP SECRET or SEVIŠKI SLEPENI level.

5. If a crisis situation makes it impossible to protect Classified Information then it shall be destroyed using any appropriate means as soon as is practicable in order to avoid a Security Incident. The NSA or CSA of the Receiving Party shall notify the NSA or relevant CSA of the Originating Party in writing as soon as possible if Classified Information has been destroyed in a crisis situation.

6. The Originating Party may prohibit the translation, reproduction or destruction of Classified Information by giving it an appropriate marking, attaching a written notice or providing handling instructions to the Receiving Party.

ARTICLE 10

Security Co-operation

1. The NSA and CSAs of a Party shall, where necessary and in accordance with their national laws and regulations, provide assistance and cooperation to the NSA or CSAs of the other Party in the process of issuing FSCs and PSCs.

2. When a Party, whether on behalf of itself or a Contractor, requests the issue of a FSC or requires confirmation of an existing FSC related to a Contractor under the jurisdiction of the other Party, its NSA or CSA shall submit a formal written request to the NSA or relevant CSA of that Party, providing at least the following information:

- a) Name of the Contractor;
- b) Address of the Contractor;
- c) Identifying details of the relevant Contractor Facility;
- d) Reason for the request and the FSC level required; and
- e) Contact details of the requesting NSA or CSA (including a named individual and their position).

3. When a Party, whether on behalf of itself or a Contractor, requests the issue of a PSC or requires confirmation of an existing PSC, the NSA or CSA of the Party requesting the issue or requiring confirmation shall submit a formal written request to the NSA or relevant CSA of the other Party, providing at least the following information:

- a) Full name of the individual;
- b) Date and place of birth of the individual;
- c) Nationality or nationalities of the individual;
- d) Name of the organisation or Contractor which employs the individual;
- e) Reason for the request and the minimum PSC level required; and
- f) Contact details of the requesting NSA or CSA (including a named individual and their position).

4. On receipt of a request submitted in accordance with paragraphs 2 or 3 of this Article, the NSA or CSA receiving the request shall provide the requesting NSA or CSA with details of the relevant FSC or PSC, the date of expiry of the FSC or PSC, and the Security Classification Level to which the respective clearance permits access.

5. A NSA or CSA of a Party may, on providing a valid reason, request the NSA or a CSA of the other Party to undertake a review of any FSC or PSC it has issued. On completion of such a review, the NSA or CSA which undertook the review shall notify the requesting NSA or CSA of the results.

6. If, in accordance with its national laws and regulations, a NSA or CSA withdraws or downgrades a FSC or PSC previously issued to a Contractor or individual for which or for whom a confirmation has been provided, they shall notify the NSA or CSA of the other Party in writing as soon as is practicable.

ARTICLE 11

Classified Contracts

1. If a Party proposes to place a Classified Contract involving Classified Information at the UK TOP SECRET, SEVIŠĶI SLEPENI, UK SECRET, SLEPENI or KONFIDENCIĀLI levels with a Contractor under the jurisdiction of the other Party, the NSA or CSA of the Party proposing the contract shall first obtain written confirmation from the NSA or CSA of the other Party, in accordance with Article 10 of this Agreement, that the Contractor and its relevant personnel have been granted a FSC or PSC to at least the appropriate Security Classification Level.

2. The NSA or CSA which has granted a FSC or PSC shall be responsible, in accordance with its national laws and regulations, for monitoring the security conduct of the Contractor to which, or individual to whom it applies.

3. Unless mutually agreed by the Parties and subject to paragraph 4 of this Article, a Party entering or proposing to enter into a Classified Contract involving Classified Information of the other Party at the UK TOP SECRET, SEVIŠĶI SLEPENI, UK SECRET, SLEPENI or KONFIDENCIĀLI levels shall ensure that the Contractor is legally obliged to afford the other Party's Classified Information received the same degree of protection as the Receiving Party is required to afford it under this Agreement.

4. A Party shall ensure that a Classified Contract involving Classified Information at the UK TOP SECRET, SEVIŠĶI SLEPENI, UK SECRET, SLEPENI or KONFIDENCIĀLI levels includes the following provisions:

- a) a reference to this Agreement, the definition of the term "Classified Information" as set out in Article 2 of this Agreement, and the table of the equivalent Security Classification Levels of the Parties as set out in Article 4 of this Agreement;
- b) that Classified Information generated and/or provided as a consequence of the Classified Contract shall be protected in accordance with the applicable laws and regulations;
- c) that the Contractor shall handle the Classified Information of the other Party (including where this is generated by the Contractor) in the same way as a Receiving Party as set out in paragraph 3 of Article 5 of this Agreement;

- d) that, in accordance with Article 6 of this Agreement, the Contractor shall disclose the Classified Information only to individuals who have a Need to Know, have been granted access to Classified Information in accordance with its national laws and regulations, have been briefed on their responsibilities, and have been charged with the performance of any tasks or duties in relation to the Classified Contract;
- e) that, unless required by applicable national laws and regulations, the Contractor shall not disclose, or permit the disclosure of, Classified Information relating to the Classified Contract to a Third Party or make it available to the public;
- f) that, if the Contractor receives any request to disclose to a Third Party any Classified Information protected as a result of the Classified Contract, or a request to make such information available to the public, the Contractor shall notify their NSA or CSA responsible for overseeing the Classified Contract in writing, if possible prior to disclosing such information; in such case the NSA or CSA responsible for overseeing the Classified Contract shall notify the NSA or CSA of the Originating Party;
- g) that Classified Information relating to the Classified Contract is to be used solely for the purpose for which it has been provided, or as further expressly approved by the Originating Party in writing;
- h) the channels to be used for the transmission of the Classified Information, which shall be in accordance with Article 8 of this Agreement;
- i) the procedures for the translation, reproduction and destruction of the Classified Information, which shall be in accordance with Article 9 of this Agreement;
- j) that in accordance with the applicable national laws and regulations, the Facility of the Contractor which will hold Classified Information has been granted an appropriate FSC;
- k) that the Contractor shall provide the NSA or CSA responsible for overseeing the Classified Contract with information about its security policies, standards, procedures and practices for protecting Classified Information and shall for this purpose facilitate visits to its Facility by the representatives of the NSA or CSA responsible for overseeing the Classified Contract;
- l) details of the procedures for the approval of visits. Where a visit concerns access to Classified Information at the UK TOP SECRET, SEVIŠKI SLEPENI, UK SECRET, SLEPENI or KONFIDENCIĀLI levels the

Contractor shall be required to submit a request to the NSA or CSA with responsibility for overseeing the Classified Contract in order to enable that NSA or CSA to submit a request for visit in accordance with Article 12 of this Agreement;

- m) details of the procedures and mechanisms for communicating changes that may arise in respect of Classified Information (including changes in its Security Classification Level) or where protection is no longer necessary;
- n) the requirement that the Contractor shall immediately notify its NSA or CSA with responsibility for overseeing the safeguarding of the Classified Information related to the Classified Contract of any actual or suspected Security Incident related to the Classified Contract and take all reasonable steps to assist in mitigating the effects of such a Security Incident; and
- o) that should a Contractor sub-contract all or part of the Classified Contract, that Contractor shall include substantially the same provisions as set out in this Article (including this paragraph) in any sub-contract that involves access to Classified Information.

5. Classified Contracts involving Classified Information at the UK TOP SECRET, SEVIŠĶI SLEPENI, UK SECRET, SLEPENI or KONFIDENCIĀLI levels shall be supported by a Security Aspects Letter (SAL) which identifies the security requirements and/or classified aspects of the contract.

6. The Party awarding or authorising the award of a Classified Contract involving Classified Information at the UK TOP SECRET, SEVIŠĶI SLEPENI, UK SECRET, SLEPENI or KONFIDENCIĀLI levels shall pass a copy of the SAL to the relevant NSA or CSA of the Party responsible for facilitating the security monitoring of the contract.

7. Where changes are proposed to the security requirements of the Classified Contract, the relevant NSA or CSA of the Contractor shall be notified in writing.

8. Paragraphs 1 to 6 of this Article do not apply to Classified Contracts that are limited to Classified Information at the UK OFFICIAL-SENSITIVE or DIENESTA VAJADZĪBĀM level. Classified Contracts that are limited to Classified Information at this Security Classification Level shall contain an appropriate clause identifying the minimum measures to be applied for the protection of such Classified Information. A FSC is not required for Classified Contracts that are limited to Classified Information at the UK OFFICIAL-SENSITIVE or DIENESTA VAJADZĪBĀM level.

ARTICLE 12

Visits

1. If a Government official of a Party is required to visit a Government Facility which is under the jurisdiction of the other Party, and this visit will or may involve access to Classified Information at the UK TOP SECRET, SEVIŠĶI SLEPENI, UK SECRET, SLEPENI or KONFIDENCIĀLI levels, the NSA or CSA of the proposed visitor shall ensure that details of the visitor's authorisation to access Classified Information are submitted to the NSA or relevant CSA of the host Facility prior to the visit. The NSA or relevant CSA of the host Facility shall then confirm the visitor's authorisation to the Facility prior to the visit.

2. If a Government official of a Party is required to visit a Facility of a Contractor which has been issued a FSC by the other Party, and this visit will or may involve the access to Classified Information at the UK TOP SECRET, SEVIŠĶI SLEPENI, UK SECRET, SLEPENI or KONFIDENCIĀLI levels, the procedure set out in paragraphs 3, 4 and 5 of this Article shall be followed.

3. For visits described in Paragraph 2 of this Article, a request for visit shall be submitted by the NSA or CSA of the proposed visitor to the NSA or relevant CSA of the host Facility at least 20 working days in advance of the proposed visit (or as otherwise agreed between the NSAs or relevant CSAs). The request for visit shall include at least the following information:

- a) Visitor's full name, place and date of birth, nationality, passport (or other relevant identity document) number;
- b) Official job title of the visitor, the name of the organisation they represent, and, if applicable, a description of the Classified Contract/programme in which they are participating and which is the subject of the visit;
- c) Date and duration of the requested visit or visits. In the case of recurring visits the total period covered by the visits shall be stated;
- d) Purpose of visit(s) and subject(s) to be discussed;
- e) Name, address, telephone number, and e-mail address of the point of contact of the Facility to be visited;
- f) The anticipated Security Classification Level of the Classified Information to be discussed or accessed;
- g) Confirmation of the level and date of expiry of the visitor's PSC or a statement confirming their authorisation to access Classified Information

in accordance with the exception in paragraph 2 of Article 6 of this Agreement; and

- h) A dated signature of a representative of the visitor's NSA or CSA. The representative shall not be the same person as the visitor.

4. Visits shall only take place when the request for visit (as described in paragraph 3 of this Article) has been authorised by the NSA or relevant CSA of the host Facility.

5. For specific Classified Contracts or programmes it may be possible, subject to the prior approval of the NSAs or relevant CSAs of both Parties, to establish a recurring visitor list. Such a list allows individuals to visit a specified Facility more than once without further written authorisation. Such a list shall be valid for a period not exceeding 12 months (from the date of authorisation) and may be extended for further periods of time subject to the prior approval of the NSAs or relevant CSAs. Recurring visitor lists shall be submitted and authorised in accordance with paragraphs 3 and 4 of this Article. Once such a list has been authorised, visit arrangements may be determined directly between the visitor and host Facility without the further involvement of the NSAs or CSAs.

6. The NSAs or CSAs of both Parties may mutually determine and agree that alternative visit procedures to those described in paragraphs 3 to 5 of this Article may be adopted for specific Classified Contracts or programmes. Any alternative visit procedures shall be agreed and documented by the NSAs or relevant CSAs in writing.

7. Visits relating solely to accessing Classified Information at the UK OFFICIAL-SENSITIVE or DIENESTA VAJADZĪBĀM level shall be arranged directly between the visitor and the host Facility to be visited without the involvement of the NSAs or CSAs.

8. Whilst the UK shall afford Classified Information at the level of KONFIDENCIĀLI the same level of protection as it would Classified Information at the level of UK SECRET, as provided for in paragraph 3 of Article 4, should a visitor with a KONFIDENCIĀLI level PSC issued by Latvia require access to KONFIDENCIĀLI Classified Information at a UK Facility the UK shall permit access to this information provided the visitor also has a Need to Know.

ARTICLE 13

Security Incidents

1. Subject to paragraph 2 of this Article, any actual or suspected Security Incident occurring in the territory of a Party, or at a Facility for which a Party is responsible (including that Party's diplomatic mission), shall be investigated immediately by that Party.

2. If a Security Incident is confirmed by the investigating Party, that Party shall take appropriate measures according to its applicable national laws and regulations to limit the consequences of the incident and prevent a recurrence.

3. If a Security Incident has resulted in the compromise of Classified Information the NSA or relevant CSA of the Party in whose territory the incident occurred, or the NSA or relevant CSA of the Facility for which a Party is responsible, shall inform the other NSA or CSA of the outcome of the investigation in writing as soon as is practicable.

ARTICLE 14

Costs

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

ARTICLE 15

Resolution of Disputes

Any dispute or disagreement between the Parties on the interpretation or application of this Agreement, or any other dispute or disagreement arising out of this Agreement, shall be resolved exclusively by means of consultation between the Parties without recourse to any outside jurisdiction.

ARTICLE 16

Protection of UK CONFIDENTIAL and UK RESTRICTED Classified Information

1. Unless the UK has notified Latvia in writing that it has downgraded or declassified the information, Latvia shall afford any UK CONFIDENTIAL Classified Information it holds the same degree of protection as Classified Information at the KONFIDENCIĀLI level.

2. Unless the UK has notified Latvia in writing that it has declassified the information Latvia shall afford any UK RESTRICTED Classified Information it holds the same degree of protection as Classified Information at the DIENESTA VAJADZĪBĀM level.

ARTICLE 17

Final Provisions

1. Each Party shall notify the other Party through diplomatic channels once the national measures necessary for entry into force of this Agreement have been completed. This Agreement shall enter into force on the first day of the second month following the receipt of the later notification.
2. This Agreement may be amended with the mutual, written consent of the Parties at any time. Agreed amendments shall enter into force in accordance with the procedure set out in paragraph 1 of this Article.
3. The NSAs and CSAs of the Parties may conclude implementing arrangements pursuant to this Agreement.
4. This Agreement shall remain in force until further notice. A Party may terminate this Agreement by written notification delivered to the other Party through diplomatic channels, the termination taking effect six months after such notification is received. In the event of termination of this Agreement, any Classified Information already generated, transmitted and/or provided under this Agreement shall continue to be treated in accordance with the provisions of this Agreement.
5. After the entry into force of this Agreement, the Party in whose territory the Agreement is concluded shall take measures to have the Agreement registered by the Secretariat of the United Nations in accordance with Article 102 of the UN Charter. That Party shall notify the other Party of the registration and of the registration number in the UN Treaty Series as soon as the UN Secretariat has issued it.

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

In Riga on the seventeenth day of December, 2020 in two original copies, in the English and Latvian languages, each text being equally authentic.

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

**For the Government of the
Republic of Latvia:**

KEITH SHANNON

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