



Belgium No.1 (2021)

# Agreement

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

Brussels, 1 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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ISBN 978-1-5286-2703-0  
CCS0621792654 06/21

Printed on paper containing 75% recycled fibre content minimum

Printed in the UK by the APS Group on behalf of the Controller of Her Majesty's Stationery Office

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

The United Kingdom of Great Britain and Northern Ireland (“the UK”) and the Kingdom of Belgium (referred to jointly as the “Parties” or individually as a “Party”), wishing to ensure the protection of Classified Information generated by and/or exchanged between the Parties, or Contractors in either the UK or Belgium, have, in the interests of national security, established the following Agreement.

ARTICLE 1

**Purpose**

The purpose of this Agreement is to ensure the protection of UK, Belgian, 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. The Agreement sets out the security procedures and arrangements for such protection.

ARTICLE 2

**Definitions**

For the purposes of this Agreement:

- a) **“Classified Information”** means any information or assets of whatever form, nature or method of transmission determined by a Party, or both Parties for jointly generated information or assets, to require protection against unauthorised access and disclosure, misappropriation, loss or compromise.
- b) **“Classified Contract”** means a contract (or pre-contractual negotiations) which contains Classified Information or which involves access to, or the generation, use or transmission of Classified Information.
- c) **“Competent Security Authority”** (CSA) means a Government authority of a Party which is responsible for ensuring the implementation and supervision of the provisions of this Agreement. A CSA may also undertake some of the responsibilities of a NSA.
- d) **“Contractor”** means any natural or legal person with the capacity 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 that a Contractor has in place appropriate security measures within a specified Facility to protect Classified Information up to and including a specified Security Classification Level.
- g) **“National Security Authority”** (NSA) means the Government authority of a Party with ultimate responsibility for the security of Classified Information in accordance with the provisions of this Agreement and the applicable national laws and regulations that apply to that body. 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 its Classified Information to the Receiving Party.
- j) **“Personnel Security Clearance”** (PSC) means a determination by a NSA or CSA, following an investigation, that an individual has been authorised to access and handle Classified Information up to and including a specified Security Classification Level in accordance with its national laws and regulations.
- k) **“Receiving Party”** means the Party that receives Classified Information from the Originating Party.
- l) **“Security Aspects Letter”** (SAL) means a document issued by a contracting authority which forms an integral part of a Classified Contract identifying the security requirements, or each element of that Classified Contract requiring security protection.
- m) **“Security Classification Guide”** (SCG) means a document which describes the elements of a programme or Classified Contract which are classified, specifying the applicable Security Classification Levels. The SCG may be modified throughout the life of the programme or Classified Contract and elements of information may be re-classified or downgraded. Where a SCG exists it may be part of the SAL.

- n) **“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 and disclosure, misappropriation, loss or compromise and the level of protection to be applied to it by the Parties.
- o) **“Security Incident”** means an act or omission contrary to national laws and regulations of the Receiving Party which results in the unauthorised access to, disclosure, misappropriation, loss or compromise of Classified Information which is protected under this Agreement.
- p) **“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:

<b>For the United Kingdom of Great Britain and Northern Ireland</b>	<b>For the Kingdom of Belgium</b>
UK National Security Authority Cabinet Office	Nationale Veiligheidsoverheid – Autorité nationale de Sécurité

2. Each NSA shall notify the other NSA in writing of the relevant CSAs in their country before the 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 under this Agreement shall be assigned with the appropriate Security Classification Level according to the national laws and regulations of the Originating Party.
2. The Parties agree that the Security Classification Levels shall correspond to one another as follows:

<b>For the United Kingdom of Great Britain and Northern Ireland</b>	<b>For the Kingdom of Belgium</b>	
UK TOP SECRET	TRÈS SECRET	ZEER GEHEIM
UK SECRET	SECRET	GEHEIM
No equivalent (See paragraph 3 of this Article)	CONFIDENTIEL	VERTROUWELIJK
UK OFFICIAL-SENSITIVE	See paragraph 4 of this Article	See paragraph 4 of this Article

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

4. Belgium shall afford UK OFFICIAL-SENSITIVE Classified Information the same degree of protection as it would information that is marked DIFFUSION RESTREINTE/BEPERKTE VERSPREIDING.

5. The UK shall afford information that is marked DIFFUSION RESTREINTE/BEPERKTE VERSPREIDING the same degree of protection as it would Classified Information at the level of UK OFFICIAL-SENSITIVE.

## 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 it is providing the Classified Information, including where this is done orally, is informed of:

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

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 authorisation of the Originating Party;
- c) ensure that such Classified Information is used solely for the purpose for which it has been provided (unless the Originating Party consents in writing to a further or different specified use); and
- d) subject to Article 7 of this Agreement and applicable national laws and regulations, not disclose such 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.

## 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, TRÈS SECRET/ZEER GEHEIM, UK SECRET, SECRET/GEHEIM or CONFIDENTIEL/VERTROUWELIJK level 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. Access to Classified Information at the UK TOP SECRET or TRÈS SECRET/ZEER GEHEIM 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 Belgian nationality, or dual British and Belgian nationality, may be granted without the prior written approval of the Originating Party.

4. Access to Classified Information at the UK TOP SECRET or TRÈS SECRET/ZEER GEHEIM level by an individual who has been authorised to access Classified Information to that level in accordance with paragraph 2 of this Article, and not holding the nationalities as set out in paragraph 3 of this Article shall require the prior written approval of the Originating Party.

5. Access to Classified Information at the UK SECRET, SECRET/GEHEIM or CONFIDENTIEL/VERTROUWELIJK 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 Belgian nationality, or holding dual nationality where at least one part is British or Belgian, may be granted without the prior written approval of the Originating Party.

6. Access to Classified Information at the UK SECRET, SECRET/GEHEIM or CONFIDENTIEL/VERTROUWELIJK level by an individual who has been authorised to access Classified Information to that level in accordance with paragraph 2 of this Article, and not holding the nationalities as set out in paragraph 5 of this Article shall require the prior written approval of the Originating Party.

7. A PSC is not required for access to Classified Information marked UK OFFICIAL-SENSITIVE or information at the DIFFUSION RESTREINTE/BEPERKTE VERSPREIDING level.

## ARTICLE 7

### **Disclosure of Classified Information**

1. Within the scope of its 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 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 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 TRÈS SECRET/ZEER GEHEIM 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 where the recipient Contractor is based) through diplomatic channels.



2. If a Party wishes to transmit Classified Information at the UK SECRET or SECRET/GEHEIM 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 where the recipient Contractor is based) through diplomatic channels or through other means agreed upon by the NSAs or relevant CSAs.
3. Classified Information at the CONFIDENTIEEL/VERTROUWELIJK level may be transmitted physically between the Parties and Contractors under their jurisdiction using a commercial courier company in accordance with its national laws and regulations.
4. Where requested by the Originating Party the Receiving Party (or recipient Contractor) shall confirm in writing the receipt of Classified Information marked UK TOP SECRET, TRÈS SECRET/ZEER GEHEIM, UK SECRET or SECRET/GEHEIM. To facilitate this process, the Originating Party shall include with the Classified Information a receipt for signature by the Receiving Party to be returned to the Originating Party by a specified date.
5. If a Party wishes to transmit Classified Information at the UK OFFICIAL-SENSITIVE level or information at the DIFFUSION RESTREINTE/BEPERKTE VERSPREIDING level in physical form it may be transmitted to the territory of the Receiving Party (or to the territory where the recipient Contractor is based) by international postal services, commercial courier companies, by authorised personal hand carriage or through diplomatic channels.
6. 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 both Parties, and that these are set out in a transportation plan. This paragraph does not apply to transports at the UK OFFICIAL-SENSITIVE or DIFFUSION RESTREINTE/BEPERKTE VERSPREIDING level.
7. If a Party wishes to transmit Classified Information at the UK TOP SECRET, TRÈS SECRET/ZEER GEHEIM, UK SECRET, SECRET/GEHEIM or CONFIDENTIEEL/VERTROUWELIJK level electronically it shall provide it in encrypted form using cryptographic methods and means mutually accepted by the Parties.
8. Exceptionally if a Party wishes to provide Classified Information electronically at the UK OFFICIAL-SENSITIVE level or information marked DIFFUSION RESTREINTE/BEPERKTE VERSPREIDING it may do so in clear text provided suitable cryptographic methods and means are not available and if permitted by the relevant CSA. If not permitted, the Classified Information shall be protected by cryptographic methods and means that have been mutually accepted by the Parties.

## ARTICLE 9

### **Translation, Reproduction and Destruction of Classified Information**

1. Translations and reproductions of Classified Information shall retain the same Security Classification Level which was applied to the original. Such translations and reproductions shall be limited to the minimum required and shall be made only by individuals who hold an appropriate level of PSC.
2. Translations shall contain a suitable annotation indicating that they contain Classified Information of the other Party.
3. Classified Information marked UK TOP SECRET or TRÈS SECRET/ZEER GEHEIM shall not be translated or reproduced by the Receiving Party without the prior written approval of the Originating Party.
4. When no longer required, Classified Information shall be destroyed in accordance with the standards and methods which the Receiving Party would be required to apply to its Classified Information at the equivalent Security Classification 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 Receiving Party shall notify the NSA or relevant CSA of the Originating Party in writing if Classified Information has been destroyed in a crisis situation.
6. The Originating Party may prohibit the translation, reproduction or the destruction of Classified Information by giving it an appropriate marking, by 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 relating to a Facility of a Contractor located in the territory of the other Party, its NSA or CSA shall submit a formal written request to the NSA or relevant CSA of the other 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 relating to an individual believed to have been granted by the other Party, the NSA or CSA of the Party 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) Surname and first 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 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 of the Classified Information to which the respective clearance permits access.

5. Either NSA or CSA 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 result.

6. If, in accordance with its national laws and regulations, a NSA or CSA withdraws or downgrades a FSC or PSC 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, as appropriate, in writing as soon as is practicable.

## ARTICLE 11

### **Classified Contracts**

1. If a Party proposes to place a Classified Contract involving Classified Information marked UK TOP SECRET, TRÈS SECRET/ZEER GEHEIM, UK SECRET, SECRET/GEHEIM or CONFIDENTIEL/VERTROUWELIJK with a Contractor located in the territory of the other Party, the NSA or relevant CSA of the entity 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 whether the Contractor and its relevant personnel located in the territory of the other Party have been granted an FSC and/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 that Contractor to which, or individual to whom, it applies.

3. Unless mutually agreed between the Parties, and subject to paragraph 4 of this Article, a Party entering or proposing to enter into a Classified Contract after the entry into force of this Agreement involving Classified Information marked UK TOP SECRET, TRÈS SECRET/ZEER GEHEIM, UK SECRET, SECRET/GEHEIM or CONFIDENTIEL/VERTROUWELIJK shall ensure that the Contractor is legally obliged to afford the Classified Information received from the other Party 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 marked UK TOP SECRET, TRÈS SECRET/ZEER GEHEIM, UK SECRET, SECRET/GEHEIM or CONFIDENTIEL/VERTROUWELIJK includes the following provisions:

- a) A reference to this Agreement, the definition of the term “Classified Information” set out in Article 2 of this Agreement, and the table of equivalent Security Classification Levels of the Parties 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 by the Contractor in accordance with the applicable national laws and regulations of the Party;
- c) That the Contractor shall handle any Classified Information of the other Party (including where this is generated by the Contractor) in the same way as a Receiving Party is required in paragraph 3 of Article 5 of this Agreement;

- d) That, in accordance with the requirements of Article 6 of this Agreement, the Contractor shall disclose Classified Information only to individuals who have a Need to Know, have been granted an appropriate PSC, 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 without the prior written permission of the Originating Party;
- f) That, if the Contractor receives any request to disclose to a Third Party any Classified Information provided as a result of the Classified Contract, or a request to make such information available to the public, the Contractor shall immediately notify the NSA or CSA responsible for overseeing the Classified Contract in writing;
- 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 authorised in writing by the Originating Party;
- h) The channels to be used for the transmission of Classified Information, which shall be in accordance with the requirements of Article 8 of this Agreement;
- i) The procedures for the translation, reproduction and destruction of Classified Information, which shall be in accordance with the requirements of Article 9 of this Agreement;
- j) That, where relevant, 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 safeguarding Classified Information and shall for this purpose facilitate visits to its premises by the representatives of the NSA or CSA responsible for overseeing the Classified Contract;

- l) Details of the procedures for the approval of visits by the Contractor to a Facility under the responsibility of the other Party or to a Facility located in the territory of the other Party. Where the visit concerns access to Classified Information marked UK TOP SECRET, TRÈS SECRET/ZEER GEHEIM, UK SECRET, SECRET/GEHEIM or CONFIDENTIEL/VERTROUWELIJK 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) A requirement that the Contractor shall immediately notify the NSA or CSA with responsibility for overseeing the safeguarding of Classified Information related to the Classified Contract of any actual or suspected Security Incident relating to the Classified Contract and take all reasonable steps to assist in mitigating the effects of such a Security Incident;
- n) Details of the procedures and mechanisms for communicating changes that may arise in respect of the Classified Information (including changes in its Security Classification Level) or where protection is no longer necessary; 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 all sub-contracts which involve access to Classified Information provided or generated under this Agreement.

5. Classified Contracts involving Classified Information marked UK TOP SECRET, TRÈS SECRET/ZEER GEHEIM, UK SECRET, SECRET/GEHEIM or CONFIDENTIEL/VERTROUWELIJK shall be supported by a SAL.

6. The Party awarding or authorising the award of the Classified Contract involving Classified Information marked UK TOP SECRET, TRÈS SECRET/ZEER GEHEIM, UK SECRET, SECRET/GEHEIM or CONFIDENTIEL/VERTROUWELIJK shall pass a copy of the relevant parts of the Classified Contract, the SAL or SCG to the NSA or relevant CSA of the Receiving Party in whose territory the relevant Contractor is located.

7. Paragraphs 1, 2, 3, 4, 5 and 6 of this Article do not apply to Classified Contracts that are limited to Classified Information at the UK OFFICIAL-SENSITIVE level or information at the DIFFUSION RESTREINTE/BEPERKTE VERSPREIDING level. A Party entering or proposing to enter into a Classified Contract which is limited to information at this Security Classification Level shall ensure that the Contractor or prospective Contractor is legally obliged to afford the other Party's information the same level of protection as the Receiving Party is required to afford it under this Agreement.

## ARTICLE 12

### Visits

1. If an 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, TRÈS SECRET/ZEER GEHEIM, UK SECRET, SECRET/GEHEIM or CONFIDENTIEL/VERTROUWELIJK level, the visitor shall ensure that details of their PSC are provided to the host prior to the visit.

2. If an 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 access to Classified Information at the UK TOP SECRET, TRÈS SECRET/ZEER GEHEIM, UK SECRET, SECRET/GEHEIM or CONFIDENTIEL/VERTROUWELIJK level, the procedure as 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 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 surname and first name, date and place of birth, nationality, passport (or other relevant identity document) number;
- b) Official job title of the visitor, the name of the organisation the visitor represents 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 the 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 to which the visitor will be given access;
- 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 Article 6(2); and

- h) A dated signature of a representative of the visitor's NSA or CSA (or a person acting on their behalf). The representative shall not be the same person as the visitor.
4. Visits shall be allowed to take place when the request for visit (as described in paragraph 3 of this Article) has been authorised by the NSA or CSA of the host Facility.
5. For specific Classified Contracts and 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 specified individuals to visit a specified Facility more than once without further written authorisation. Such a list shall be valid for a period not exceeding twelve months (from the date of authorisation) and may be extended for further periods of time subject to the mutual 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 by the NSA or CSA of the host Facility 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, 4 and 5 of this Article apply to specific Classified Contracts or programmes.
7. Visits relating solely to accessing Classified Information at the UK OFFICIAL-SENSITIVE level or information marked DIFFUSION RESTREINTE/BEPERKTE VERSPREIDING shall be arranged directly between the visitor and the Facility to be visited.
8. Should a visitor with a CONFIDENTIEL/VERTROUWELIJK level PSC issued by Belgium require access to Classified Information at the level of CONFIDENTIEL/VERTROUWELIJK at a UK Facility the UK shall permit access to this information provided the visitor also has a Need to Know.

## ARTICLE 13

### **Reporting of Security Incidents**

1. Subject to paragraph 2 of this Article, any 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 CSA of the Party in whose territory the incident has occurred, or the NSA or CSA of the Party responsible for the Facility, shall inform the other NSA or CSA of the outcome of the investigation in writing as soon as 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 outside jurisdiction.

#### ARTICLE 16

##### **Protection of UK CONFIDENTIAL and UK RESTRICTED Classified Information**

1. Unless the UK has notified Belgium in writing that it has downgraded or declassified the Classified Information, Belgium shall afford any UK CONFIDENTIAL Classified Information that was provided prior to the entry into force of this Agreement the same degree of protection as Classified Information at the level of CONFIDENTIEEL/VERTROUWELIJK.

2. Unless the UK has notified Belgium in writing that it has declassified the information Belgium shall afford any UK RESTRICTED Classified Information that was provided prior to the entry into force of this Agreement the same degree of protection as it would DIFFUSION RESTREINTE/BEPERKTE VERSPREIDING information.

## 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 paragraph 1 of this Article.
3. The NSAs or 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 at any time 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. If this Agreement is terminated, any Classified Information already generated and/or provided under this Agreement shall be protected by the Parties in accordance with this Agreement for as long as it remains classified.
5. After the entry into force of this Agreement, the Party in whose territory the Agreement is concluded shall take immediate measures so as to have this 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.
6. Upon the entry into force of this Agreement, the Memorandum of Understanding between the Government of the Kingdom of Belgium and the Government of the United Kingdom of Great Britain and Northern Ireland on the Security of Classified Defence Information, dated 29 April 1981, shall be terminated. Any Classified Information generated and/or provided previously under that Memorandum of Understanding shall be protected in accordance with the provisions of this Agreement.

In witness whereof the duly authorised representatives of the Parties have signed this Agreement, in Brussels on the first day of December, 2020 in two original copies, in the English, French and Dutch languages, with all texts being equally authentic.

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

**For the Kingdom of Belgium:**

**MARTIN SHEARMAN**

**THEODORA GENTZIS**

CCS0621792654

978-1-5286-2703-0