



Japan No. 1 (2013)

Agreement

between the Government of the United Kingdom of Great Britain and
Northern Ireland and the Government of Japan on the Security of
Information

London, 4 July 2013

[The Agreement is not in force]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
July 2013*

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**AGREEMENT BETWEEN THE GOVERNMENT OF
THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
AND THE GOVERNMENT OF JAPAN ON THE SECURITY OF INFORMATION**

Preamble

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Japan (hereinafter referred to as “the Parties” and separately as a “Party”),

Recalling the Joint Statement by the Prime Ministers of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as “the UK”), and Japan, issued on 10 April 2012 which set out the intention of the two governments to start negotiations on a government to government information security agreement;

Wishing to ensure the reciprocal protection of classified information exchanged between the Parties;

Have agreed as follows:

ARTICLE 1

For the purposes of this Agreement:

- a. “Classified Information” means any information which requires protection against unauthorised disclosure in the interests of national security of the Providing Party and which is subject to a Security Classification and generated by, or for the use of, or under the jurisdiction of the Competent Authorities of the Providing Party. Classified Information may be in any form, including oral, visual, electronic, magnetic, or documentary forms or equipment or technology;
- b. “Providing Party” means the Party which transmits Classified Information to the Receiving Party;
- c. “Receiving Party” means the Party to which Classified Information is transmitted by the Providing Party;

- d. “Security Classification” means the identification assigned by a Party to indicate the necessary level of protection that information must be afforded;
- e. “Competent Authorities” means, in relation to the Government of the UK, the government departments and agencies, and in relation to the Government of Japan, the government agencies, which are designated by each Party as the authorities responsible, within their respective competence under the national laws and regulations, for the protection of Classified Information and Transmitted Classified Information;
- f. “Transmitted Classified Information” means Classified Information which is transmitted directly or indirectly between the Parties. Classified Information becomes Transmitted Classified Information upon receipt by the Receiving Party;
- g. “Personnel Security Clearance” means a determination in accordance with each Party’s appropriate procedures, that an individual is eligible to handle Classified Information and Transmitted Classified Information; and
- h. “Contractor” means an individual or an entity, including a subcontractor, that performs a contract with the Receiving Party.

ARTICLE 2

Transmitted Classified Information shall be protected under the terms set forth herein, subject to the national laws and regulations of the Receiving Party.

ARTICLE 3

Each Party shall notify the other of significant changes to its national laws and regulations that would affect the protection of Transmitted Classified Information under this Agreement. In such a case, the Parties shall consult each other as provided for in Article 20, to consider whether any amendments to this Agreement are necessary. In the interim, Transmitted Classified Information shall continue to be protected according to the provisions of this Agreement, subject to the national laws and regulations of the Receiving Party, unless

otherwise approved in writing by the Providing Party.

ARTICLE 4

1. Classified Information to be provided under this Agreement shall be marked with one of the following Security Classifications:

For the Government of the UK, Classified Information is marked UK TOP SECRET, UK SECRET, UK CONFIDENTIAL, or UK RESTRICTED;

For the Government of Japan, Classified Information that is designated as Defense Secret according to the Self-Defense Forces Law is marked BOUEI HIMITSU (KIMITSU) 防衛秘密 (機密) or BOUEI HIMITSU 防衛秘密. Other Classified Information is marked KIMITSU 機密, GOKUHI 極秘, or HI 秘.

2. For Classified Information where a marking is not physically possible, the Providing Party shall inform the Receiving Party of the Security Classification.

3. The Receiving Party shall mark, where practicable, all Transmitted Classified Information with the name of the Providing Party and the corresponding Security Classification of the Receiving Party, as described in paragraph 4 of this Article.

4. The corresponding Security Classifications are:

In the UK	In Japan
UK TOP SECRET	KIMITSU 機密/ BOUEI HIMITSU (KIMITSU) 防衛秘密 (機密)
UK SECRET	GOKUHI 極秘/ BOUEI HIMITSU 防衛秘密
UK CONFIDENTIAL	HI 秘
UK RESTRICTED	NO CORRESPONDING SECURITY CLASSIFICATION, BUT SHALL BE PROTECTED AS IF IT IS HI 秘, UNLESS OTHERWISE ADVISED BY THE GOVERNMENT OF THE UK.

ARTICLE 5

1. The National Security Authorities shall be:

For the Government of the UK:

Cabinet Office;

For the Government of Japan:

Ministry of Foreign Affairs.

2. The National Security Authorities shall serve as a point of coordination and liaison with regard to the implementation of this Agreement.
3. The National Security Authorities and the Competent Authorities shall keep under review the implementation of this Agreement within their competence.

4. The Parties shall notify each other in writing of their respective Competent Authorities through diplomatic channels.

ARTICLE 6

The Parties shall ensure that:

- a. The Receiving Party shall not release Transmitted Classified Information to any government, person, firm, institution, organisation, or other entity of a third country without the prior written approval of the Providing Party;
- b. The Receiving Party shall, in accordance with its national laws and regulations, afford Transmitted Classified Information a level of protection equal to that which it affords its own Classified Information at the corresponding level of Security Classification;
- c. The Receiving Party shall not use Transmitted Classified Information for any purpose other than that for which it is provided without the prior written approval of the Providing Party;
- d. The Receiving Party shall observe intellectual property rights such as patents, copyrights, or trade secrets applicable to Transmitted Classified Information, in accordance with its national laws and regulations;
- e. Each Party shall maintain a register of individuals with a Personnel Security Clearance and who are authorised to have access to Classified Information and Transmitted Classified Information;
- f. The Receiving Party shall control access to, and manage the dissemination of Transmitted Classified Information in accordance with its national laws and regulations;
- g. The Receiving Party shall ensure that its computer information systems utilised for the handling of Transmitted Classified Information shall receive security accreditation by its appropriate authority in accordance with its national laws and regulations; and

- h. The Providing Party shall inform the Receiving Party of any subsequent change in the Security Classification of the Classified Information which it has provided to the Receiving Party.

ARTICLE 7

1. No government official shall be entitled to have access to Transmitted Classified Information solely by virtue of rank, appointment, or a Personnel Security Clearance.
2. Access to Transmitted Classified Information shall be granted only to those government officials whose official duties require such access and who have been granted a Personnel Security Clearance in accordance with the national laws and regulations of the Receiving Party. Such officials shall be briefed on their responsibilities for the protection of Transmitted Classified Information prior to being granted access.
3. The Receiving Party shall ensure that the determination on the granting of a Personnel Security Clearance to a government official is consistent with the interests of national security and based upon all relevant information indicating whether the government official is trustworthy and reliable in the handling of Transmitted Classified Information.
4. The Receiving Party shall implement appropriate procedures to ensure that the criteria referred to in the preceding paragraph have been met, in accordance with its national laws and regulations, in respect of any government official to be granted access to Transmitted Classified Information.
5. Before a representative of the Providing Party provides Classified Information to a representative of the Receiving Party, the Providing Party shall obtain an assurance from the relevant Competent Authority of the Receiving Party that the proposed recipient holds the necessary level of Personnel Security Clearance appropriate to the corresponding level of Security Classification in accordance with Article 4.

ARTICLE 8

If the Receiving Party has received a request for disclosure, under its applicable laws and

regulations, which involves any Transmitted Classified Information provided under this Agreement, it shall notify the Providing Party in writing of any measures to be taken, in a timely manner, in accordance with its applicable laws and regulations.

ARTICLE 9

1. Visits that involve access by individuals or Contractors of one Party to Classified Information held by the other Party shall be undertaken only with the prior approval of the other Party. Approval for such visits may be granted only to those individuals or Contractors who hold the necessary level of Personnel Security Clearance pursuant to Articles 7 and 17, and who require such access for the performance of their official duties.

2. Requests for visits shall be submitted by the relevant Competent Authority of the visiting Party through Government to Government channels to the relevant Competent Authority of the other Party and shall include verification of the fact that the visiting individuals or Contractors hold the necessary level of Personnel Security Clearance pursuant to Articles 7 and 17.

ARTICLE 10

1. Classified Information shall be transmitted between the Parties through Government to Government channels, in accordance with the national laws and regulations of the Providing Party. The Providing Party shall be responsible for custody, control, and security of all Classified Information until its receipt by the Receiving Party, subject to the national laws and regulations of the Providing Party.

2. If required by the Providing Party, the Receiving Party shall confirm in writing the receipt of Classified Information. To facilitate this, the Providing Party shall include with the Classified Information a receipt to be signed by the Receiving Party and returned to the Providing Party.

ARTICLE 11

The minimum requirements for the security of the Classified Information during

transmission between the Parties shall be as follows:

- a. Classified Information in the form of documents or other media:
 - (i) Classified Information shall be transmitted in a sealed or tamper-indicating envelope enclosed within another sealed or tamper-indicating envelope or within a security pouch, the innermost envelope bearing only the Security Classification of the documents or other media and the organisational address of the intended recipient, the outer envelope or the security pouch bearing the organisational address of the recipient, the organisational address of the sender, and the registration number, if applicable.
 - (ii) No indication of the Security Classification of the enclosed documents or other media shall be shown on the outer envelope or the security pouch.
 - (iii) Where required by the Providing Party in accordance with Article 10, receipts shall be prepared for packages containing Classified Information. The receipt for the enclosed Classified Information shall be signed by the Receiving Party's final recipient and returned to the Providing Party's sender.
- b. Classified Information in the form of, or which is contained in, equipment:
 - (i) Classified Information shall be transmitted in sealed and covered vehicles, or be securely packaged or protected, in order to prevent identification of its contents and kept under continuous control to prevent access by unauthorised individuals.
 - (ii) Classified Information that is awaiting shipment shall be placed in protected storage areas that provide protection commensurate with the level of Security Classification of the Classified Information. Only authorised individuals with the necessary level of Personnel Security Clearance shall have access to the equipment.
 - (iii) Where required by the Providing Party in accordance with Article 10, a receipt shall be obtained on every occasion when Classified Information

changes hands en route and is delivered to the Receiving Party's final recipient. All receipts shall be returned to the Providing Party's sender.

c. Electronic Transmissions:

- (i) Classified Information shall be protected during transmission using encryption appropriate for the relevant level of Security Classification. Information systems' standards for processing or storing Transmitted Classified Information or conveying Classified Information shall receive security accreditation by the appropriate authority of the Party employing the system.
- (ii) The Receiving Party shall maintain a log of the receipt of Transmitted Classified Information. This log shall be made available to the Providing Party upon request.

ARTICLE 12

Each Party shall be responsible for the security of all governmental facilities where Transmitted Classified Information is kept and shall ensure that for each such facility government officials are appointed who shall have the responsibility and authority for the control and protection of Transmitted Classified Information.

ARTICLE 13

The Receiving Party shall store Transmitted Classified Information in a manner that ensures access is limited to authorised individuals pursuant to Articles 7 and 17.

ARTICLE 14

1. When no longer required to retain it for the purpose for which it was provided, Transmitted Classified Information in the form of documents or other media shall be destroyed by the Receiving Party to prevent its reconstruction in whole or in part in accordance with its national laws and regulations.

2. When no longer required to retain it for the purpose for which it was provided, Transmitted Classified Information in the form of, or which is contained in, equipment shall be destroyed by the Receiving Party beyond recognition so as to preclude its reconstruction in whole or in part in accordance with its national laws and regulations.

3. A record shall be kept by the Receiving Party that Transmitted Classified Information marked UK TOP SECRET / KIMITSU 機密/ BOUEI HIMITSU (KIMITSU) 防衛秘密 (機密) has been correctly destroyed by the Receiving Party.

ARTICLE 15

When the Receiving Party reproduces Transmitted Classified Information in the form of documents or other media, it shall also reproduce all original Security Classification markings thereon or mark them on each copy. The Receiving Party shall place such reproduced Transmitted Classified Information under the same controls as the original Transmitted Classified Information. The Receiving Party shall limit the number of copies to that required for official purposes.

ARTICLE 16

The Receiving Party shall ensure that any translation of Transmitted Classified Information is carried out by individuals with the necessary level of Personnel Security Clearance pursuant to Articles 7 and 17. The Receiving Party shall keep the number of copies of a translation to a minimum and control any distribution. Such translations shall bear markings of the Security Classification of the Receiving Party corresponding to the original Security Classification and suitable notation in the language into which such translation was made indicating that such translation contains Transmitted Classified Information. The Receiving Party shall place such translations under the same controls as the original Transmitted Classified Information.

ARTICLE 17

Prior to the release to a Contractor of any Transmitted Classified Information, the Receiving Party shall, subject to its national laws and regulations, take appropriate measures to ensure

that:

- a. no individual is entitled to have access to Transmitted Classified Information solely by virtue of rank, appointment, or a Personnel Security Clearance;
- b. the Contractor's facilities have the capability to protect Transmitted Classified Information at the relevant level of Security Classification;
- c. all individuals whose official duties require access to Transmitted Classified Information have the necessary level of Personnel Security Clearance;
- d. the granting of a Personnel Security Clearance is determined in the same manner as provided for in paragraph 2 of Article 7;
- e. access to Transmitted Classified Information is limited to those individuals whose official duties require such access;
- f. appropriate procedures are implemented to provide assurance that the criteria referred to in paragraph 3 of Article 7 have been met with respect to any individual granted access to Transmitted Classified Information;
- g. all individuals having access to Transmitted Classified Information are informed of their responsibilities to protect Transmitted Classified Information prior to being granted access;
- h. information generated by Contractors using Transmitted Classified Information in whole or in part is marked with the same level of Security Classification and is protected in the same manner as the original Transmitted Classified Information;
- i. initial and periodic security inspections are carried out by the Receiving Party at each Contractor's facility where Transmitted Classified Information is stored or accessed to ensure that it is protected in the same manner as required in relevant provisions of this Agreement;
- j. a register of individuals with a Personnel Security Clearance and who are authorised to have access to Transmitted Classified Information is maintained at

each Contractor's facility;

- k. individuals are appointed at each Contractor's facility who shall have the responsibility and authority for the control and protection of Transmitted Classified Information;
- l. Transmitted Classified Information is transmitted in the same manner as provided for in Articles 10 and 11;
- m. Transmitted Classified Information is stored in the same manner as provided for in Article 13;
- n. Transmitted Classified Information in the form of documents or other media, or in the form of, or which is contained in, equipment, is destroyed in the same manner as provided for in Article 14;
- o. Transmitted Classified Information in the form of documents or other media is reproduced and placed under control in the same manner as provided for in Article 15; and
- p. translation of Transmitted Classified Information is carried out and treated in the same manner as provided for in Article 16.

ARTICLE 18

1. The Receiving Party shall take all appropriate measures under its national laws and regulations so as to limit the consequences of a loss or compromise of Transmitted Classified Information.
2. The Providing Party shall be informed immediately of all losses or compromises, as well as suspected losses or compromises, of Transmitted Classified Information, and the Receiving Party shall investigate to determine the circumstances.
3. The results of the investigation and information regarding measures taken to prevent recurrence shall be provided in writing to the Providing Party.

ARTICLE 19

Competent Authorities, within their competence, may mutually determine Implementing Arrangements, which are subordinate to this Agreement and which shall specify supplementary provisions regarding the handling of Transmitted Classified Information.

ARTICLE 20

1. The Parties shall consult each other regarding the implementation of this Agreement.
2. Any matter relating to the interpretation or application of this Agreement and any Implementing Arrangements shall be resolved solely through consultation between the Parties.
3. The Competent Authorities of the Parties shall settle disputes that may arise concerning the implementation of any Implementing Arrangements through consultation between the Competent Authorities.
4. Where a dispute cannot be settled under the provisions of paragraph 3 of this Article, the dispute shall be settled in accordance with the provisions of paragraph 2 of this Article.

ARTICLE 21

Implementation of the foregoing security requirements can be achieved through reciprocal visits by security representatives of the Parties. Accordingly, with the mutual consent of the Parties, security representatives of each Party may be permitted to make visits to facilities of the other Party to discuss security procedures and observe their implementation in the interests of achieving reasonable comparability of their respective security systems.

ARTICLE 22

1. This Agreement shall enter into force on the first day of the second month following the date on which the Parties exchange diplomatic notes informing each other that their respective internal procedures necessary to give effect to this Agreement have been

completed.

2. This Agreement may be amended by written agreement between the Parties. Any amendment of this Agreement shall follow the same procedure as its entry into force.

3. This Agreement shall remain in force for a period of one year and shall be automatically extended annually thereafter unless either Party notifies the other in writing through diplomatic channels at least ninety days in advance of its intention to terminate the Agreement.

4. Notwithstanding the termination of this Agreement, all Transmitted Classified Information provided pursuant to this Agreement shall continue to be protected according to the terms set forth in this Agreement.

DONE in duplicate at London this fourth day of July 2013 in the English and Japanese languages, both texts being equally authentic.

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

For the Government of Japan:

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