



**DOCUMENT III:**

**SECURITY, PROTECTION OF INFORMATION  
AND VISITS**

CLASSIFICATION LEVEL

RECORD OF CHANGES		
<i>Date</i>	<i>Issue</i>	<i>Changes</i>
20/07/2009	v.2.0	V.1.0 with new shape and title
06/08/2005	v.1.0	Approved version



## SECURITY

1. All classified information exchanged or generated in connection with this MOU will be accessed, used, transmitted, stored, handled and safeguarded in accordance with Part 4 of the Framework Agreement dated 27 July 2000.
2. Each Participant will take all lawful steps available to it to ensure that information provided or generated pursuant to this MOU is protected from further disclosure unless the other Participants consent to such disclosure.

Accordingly, each Participant will ensure that:

- a. The recipients will not use the classified information for other than the purposes provided for in this MOU.
  - b. The recipient will comply with any distribution and access restrictions on information that is provided under this MOU.
3. The Participants will investigate all cases in which it is known or where there are grounds for suspecting that classified information provided or generated pursuant to this MOU has been lost or disclosed to unauthorised persons. Each Participant also will promptly and fully inform the other Participants of the details of any such occurrences, and of the final results of the investigation and of the corrective action taken to preclude recurrences.
  4. The National Security Authority/Designated Security Authority NSA/DSA of the country in which a classified contract is awarded will assume responsibility for administering within its territory security measures for the protection of the classified information, in accordance with its laws and regulations. Prior to the release to a contractor, prospective contractor, or sub-contractors of any classified information received under this MOU, the NSAs/DSAs will:
    - a. Ensure that such contractor, prospective contractor or sub-contractors and their facilities have the capability to protect the information adequately.
    - b. Grant a security clearance to the facilities, if appropriate.
    - c. Grant a security clearance for all personnel whose duties require access to classified information, if appropriate.
    - d. Ensure that all persons having access to the information are informed of their responsibilities to protect the information in accordance with national security laws and regulations, and the provisions of this MOU.
    - e. Carry out periodic security inspections of cleared facilities to ensure that the classified information is properly protected.



- f. Ensure that access to the classified information is limited to those persons who have a need-to-know for purposes of the MOU.
5. Contractors, prospective contractors, or subcontractors which are determined by the NSAs/DSAs to be under financial, administrative, policy or management control of nationals or entities of a third party may participate in a contract or sub-contract requiring access to classified information provided or generated pursuant to this MOU only when enforceable measures are in effect to ensure that nationals or entities of a third party will not have access to classified information. If enforceable measures are not in effect to preclude access by nationals or other entities of a third party, the other Participants will be consulted for approval prior to permitting such access.
6. For any facility wherein classified information is to be used, the responsible Participant or contractor will approve the appointment of a person or persons of sufficient rank, to exercise effectively the responsibilities for safeguarding at such facility the information pertaining to the MOU. These officials will be responsible for limiting access to classified information involved in this MOU to those persons who have been properly approved for access and have a need-to-know.
7. Each Participant will ensure that access to classified information is limited to those persons who possess requisite security clearances and have a specific need for access to classified information in order to participate in the programme.
8. All classified information exchanged or generated under this MOU will continue to be protected in the event of withdrawal by any Participant or upon termination of the MOU.
9. The International Project Office (IPO) will prepare a Project Security Instruction (PSI) and a Classification Guide for the project. The PSI and the Classification Guide will describe the methods by which Project information will be classified, marked, used, transmitted and safeguarded. The PSI and Classification Guide will be completed by the IPO within six months after this MOU enters into force. The IPO will review and forward the PSI and Classification Guide to the appropriate DSA's for approval. Upon approval, the documents will be applicable to all government and contractor personnel participating in the Project and subject to review and revision.
10. The maximum level of classified material exchanged between the Participants for the purposes of this MOU will be .....



## VISITS

11. Each Participant will permit visits to its government establishments, agencies and laboratories, and contractor industrial facilities, by employees of the other Participants or by employees of the other Participants contractor(s). Such visits will be undertaken in accordance with Part 4, Article 26 of the Framework Agreement.