



Italy No.1 (2021)

# Agreement

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

Rome, 22 September 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 ITALIAN REPUBLIC CONCERNING THE  
PROTECTION OF CLASSIFIED INFORMATION**

The Government of the United Kingdom of Great Britain and Northern Ireland

and

The Government of the Italian Republic

(referred to as the “Parties”)

wishing to ensure the protection of Classified Information generated and/or provided by the Parties have, in the interests of national security, including political, military, economic, legal, scientific and technological or any other cooperation, concluded this Agreement which sets out the security procedures and arrangements for such protection.

ARTICLE 1

**Purpose**

The purpose of this Agreement is to ensure the protection of Classified Information which has been provided by one Party to the other or which has been jointly generated by both Parties, and to facilitate the secure transfer and storage of such Classified Information exchanged between the Parties, between a Party and a Contractor, or between Contractors, in accordance with their national laws and regulations.

ARTICLE 2

**Definitions**

For the purposes of this Agreement the following terms mean:

- a) **Classified Information:** Any information or assets, regardless of form, transmitted between or generated by the Parties, or Contractors under their jurisdiction, to which a Security Classification Level has been assigned in accordance with the national laws and regulations of one or both of the Parties.
- b) **Classified Contract:** A contract (or sub-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):** A Government authority of a Party which is responsible for the implementation of this Agreement.
- d) **Contractor:** Any natural or legal person with the capability to enter into contracts other than a Party to this Agreement.
- e) **Facility:** 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):** A determination by a NSA or CSA that a Contractor has in place appropriate security measures within a specified Facility to carry out activities related to a Classified Contract in a way which shall safeguard Classified Information up to and including a particular Security Classification Level.
- g) **National Security Authority (NSA):** The Government authority of a Party with ultimate responsibility for the security of Classified Information.
- h) **Need-to-Know:** The principle whereby access to Classified Information may be granted to an individual only when it is necessary for the performance of his or her official duties.
- i) **Providing Party:** The Party which first provides Classified Information to the Receiving Party.
- j) **Personnel Security Clearance (PSC):** A determination by a NSA or CSA, following a vetting procedure undertaken in accordance with its national laws and regulations, that an individual is authorised to have access to and to handle Classified Information up to and including a particular Security Classification Level.
- k) **Receiving Party:** The Party which receives Classified Information from the Providing Party.
- l) **Security Classification Level:** A category assigned to Classified Information which indicates its sensitivity, the level of protection to be applied to it by the Parties, and the degree of damage that might arise in the event of its unauthorised access, disclosure, loss or compromise.
- m) **Security Incident:** An act or omission which results or has the potential to result in the unauthorised access to, disclosure, loss or compromise of Classified Information.

- n) **Third Party:** Any State, organisation and legal entity which is neither a party to this agreement nor a party to a Classified Contract.
- o) **Visit:** An authorised visit by Government officials, or representatives of a Contractor under the responsibility of the other Party, which involves access to and handling of Classified Information.

### ARTICLE 3

#### **Security Authorities**

- (1) The NSAs designated by the Parties are:

For the United Kingdom of Great Britain and Northern Ireland:

- UK National Security Authority, Cabinet Office

For the Italian Republic:

- Presidenza del Consiglio dei Ministri - Dipartimento delle Informazioni per la Sicurezza/Ufficio Centrale per la Segretezza (DIS/UCSe)

- (2) The NSAs shall inform each other of any CSAs responsible for the implementation of this Agreement and of any significant changes to those CSAs.
- (3) In order to achieve and maintain comparable standards of security, the NSAs shall, on request, provide each other with appropriate information about their national security standards, procedures and practices for safeguarding Classified Information, and may for this purpose facilitate visits by representatives of the other Party as appropriate.

### ARTICLE 4

#### **Security Classification Levels**

- (1) Classified Information provided physically or electronically under this Agreement shall be marked with the appropriate Security Classification Level in accordance with the national laws and regulations of the Providing Party.
- (2) The Parties agree that national Security Classification Levels shall correspond to each other as follows:

<b>For the United Kingdom of Great Britain and Northern Ireland</b>	<b>For the Italian Republic</b>
UK TOP SECRET	SEGRETISSIMO
UK SECRET	SEGRETO
No equivalent (see paragraph (3) of this Article)	RISERVATISSIMO
UK OFFICIAL-SENSITIVE	RISERVATO

(3) The UK shall afford Classified Information marked RISERVATISSIMO the same degree of protection as it would Classified Information at the level of UK SECRET.

## ARTICLE 5

### **Principles for the Protection of Classified Information**

(1) The Parties shall afford to Classified Information generated and/or provided under this Agreement the same degree of protection as they would their own Classified Information at the corresponding Security Classification Level as set out in Article 4, paragraph (2) of this Agreement.

(2) The Providing Party shall:

- a) ensure that any Classified Information provided to the Receiving Party is marked with an appropriate Security Classification Level. If the Classified Information is provided orally then the Receiving Party shall be informed of the Security Classification Level;
- b) if appropriate, inform the Receiving Party or Contractor of any conditions of release or limitations on the use of any Classified Information provided; and
- c) inform the Receiving Party or Contractor of any subsequent changes in the Security Classification Level of any Classified Information provided.

(3) When a Party provides Classified Information to a Receiving Party, the Receiving Party shall:

- a) ensure that the Security Classification Level assigned to the Classified Information is not altered or revoked, except with the prior written approval of the Providing Party;

- b) ensure that such Classified Information is used only for the purpose for which it has been provided and within any limitations stated by the Providing Party;
  - c) subject to Article 7 of this Agreement and the 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 Providing Party.
- (4) Each Party shall notify the other about any significant changes to their national laws and regulations which substantially affect the protection of Classified Information generated and/or provided under this Agreement.

## ARTICLE 6

### **Access to Classified Information and Personnel Security Clearances**

- (1) Access to Classified Information at the UK TOP SECRET, SEGRETISSIMO, UK SECRET, SEGRETO or RISERVATISSIMO level shall be limited to those individuals who hold an appropriate PSC, have a Need-to-Know and have been briefed on their responsibilities to protect Classified Information. As an exception, certain individuals may be permitted access to Classified Information by virtue of their function if permitted under their respective national laws and regulations.
- (2) For the purpose of this Agreement the Parties shall mutually recognise PSCs issued by the other Party.
- (3) The Parties shall, upon request, and in accordance with their applicable national laws and regulations, assist each other in carrying out checks required for the PSC process, on individuals who reside or have resided in their country.
- (4) Access to Classified Information at the UK TOP SECRET or SEGRETISSIMO level by an individual holding a PSC to at least that level and holding single British or Italian nationality, or dual British and Italian nationality, may be granted without the prior written approval of the Providing Party.
- (5) Access to Classified Information at the UK TOP SECRET or SEGRETISSIMO level by an individual holding a PSC to at least that level and not holding the nationalities as set out in paragraph (4) of this Article shall require the prior written approval of the Providing Party.
- (6) Access to Classified Information at the UK SECRET, SEGRETO or RISERVATISSIMO level by an individual holding a PSC to at least that level and holding single British or Italian nationality, or holding dual nationality where at least one part is British or Italian, may be granted without the prior written approval of the Providing Party.

(7) Access to Classified Information at the UK SECRET, SEGRETO or RISERVATISSIMO level by an individual holding a PSC to at least that level and not holding the nationalities as set out in paragraph (6) of this Article shall require the prior written approval of the Providing Party.

(8) If, in accordance with its applicable national laws and regulations, a NSA or CSA withdraws or downgrades a PSC issued for which a confirmation has been provided to the other Party, they shall notify the NSA or relevant CSA of that other Party, as appropriate, in writing as soon as is practicable.

(9) Nothing in this Agreement affects the ability of the Parties to grant access to Classified Information in accordance with Article 23 of the Framework Agreement concerning Measures to Facilitate the Restructuring and Operation of the European Defence Industry, signed at Farnborough on 27 July 2000 (hereinafter the “EDIR Framework Agreement”).

(10) A PSC is not required for access to Classified Information marked UK OFFICIAL-SENSITIVE or RISERVATO. Such access shall be limited to individuals who have a Need-to-Know and who have been appropriately briefed on their responsibilities and obligations to protect such Classified Information.

## 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 provided under this Agreement being made available to the public.

(2) If there is any request to make any Classified Information provided under this Agreement available to the public, the Receiving Party shall immediately notify the Providing 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 SEGRETISSIMO level in physical form it shall make arrangements for the Classified Information to be transmitted to the territory of the other Party through Government-to-Government channels.



(2) If a Party wishes to transmit Classified Information at the UK SECRET, SEGRETO or RISERVATISSIMO level in physical form it shall make arrangements for the Classified Information to be transmitted to the territory of the other Party through Government-to-Government channels or through other secure channels mutually approved by the NSAs or relevant CSAs of both Parties.

(3) In cases of urgency, Classified Information at the RISERVATISSIMO level may be transmitted via a commercial courier company authorised by the Italian NSA.

(4) If a Party transmits Classified Information at the UK TOP SECRET, SEGRETISSIMO, UK SECRET, SEGRETO or RISERVATISSIMO level in physical form it shall include with it a receipt for signature by or on behalf of the Receiving Party or recipient Contractor to be returned by the date specified in the receipt.

(5) If a Party wishes to transmit Classified Information at the UK OFFICIAL-SENSITIVE or RISERVATO level in physical form it may be transmitted to the territory of the other Party by international postal services, by a commercial courier company, authorised personal hand carriage or through diplomatic channels.

(6) In the case of physical transmission of a large consignment containing Classified Information, procedures for transportation as freight shall be jointly reviewed and agreed by the NSAs or relevant CSAs of both Parties.

(7) In the case of physical transmission of Classified Information at the UK TOP SECRET, SEGRETISSIMO, UK SECRET, SEGRETO or RISERVATISSIMO level from the territory of one Party to the territory of the other Party by freight, the transport shall be jointly reviewed and agreed by the NSAs or relevant CSAs of both Parties. The NSA or relevant CSA of the consignor shall provide to the NSA or relevant CSA of the receiving Facility a transportation plan for approval prior to transportation commencing. The plan shall, as a minimum, include the following information:

- a) the names and identification card/passport numbers of the relevant personnel involved in the transportation;
- b) the level and validity of the PSCs for all the relevant personnel directly involved in the transportation;
- c) if appropriate, confirmation of the transportation company's FSC;
- d) a list of the Classified Information to be transported by freight, including the Security Classification Levels of that information;
- e) details of the transport schedule, including departure time, expected time of delivery and possible stops and overnight stays; and

- f) details of the planned route, including details of the means of transportation to be used.

Deviations from the transportation plan are not permitted unless these are necessary due to the occurrence of unforeseen incidents.

(8) If a Party wishes to provide Classified Information electronically it shall transmit it in encrypted form using cryptographic methods and means mutually accepted by the Parties.

(9) As an exception to paragraph (8) of this Article, if a Party wishes to provide Classified Information electronically at the UK OFFICIAL-SENSITIVE level it may do so in clear text if suitable cryptographic methods and means are not available and if permitted by the relevant UK CSA. If not permitted, the Classified Information shall be protected by cryptographic methods and means that have been mutually accepted by the Parties. This paragraph does not apply to Classified Information at the UK TOP SECRET, SEGRETISSIMO, SEGRETO, UK SECRET, RISERVATISSIMO and RISERVATO level.

## ARTICLE 9

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

(1) Reproductions and translations shall retain the Security Classification Level which was applied to the original and shall be protected in accordance with the provisions of this Agreement. Such reproductions and translations shall be limited to the minimum required and shall only be made by individuals who hold an appropriate level of PSC.

(2) Translations shall contain a suitable annotation, in the language of translation, indicating that they contain Classified Information of the Providing Party.

(3) Classified Information at the UK TOP SECRET or SEGRETISSIMO level shall be reproduced or translated only upon obtaining the prior written permission of the Providing Party.

(4) Unless the Providing Party has given its prior written consent, Classified Information marked UK TOP SECRET or SEGRETISSIMO which is no longer required shall not be destroyed by the Receiving Party but returned to the Providing Party in accordance with Article 8 of this Agreement.

(5) If no longer required, Classified Information marked UK SECRET, SEGRETO or RISERVATISSIMO 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. The Receiving Party shall inform the Providing Party of such destruction.

(6) If no longer required, Classified Information marked RISERVATO or UK OFFICIAL-SENSITIVE 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.

(7) If a crisis situation makes it impossible for the Receiving Party to protect or return Classified Information generated and/or provided by the Providing Party, the Classified Information shall be destroyed as soon as is practicable using any appropriate means in order to avoid a Security Incident. The NSA or relevant CSA of the Receiving Party shall inform the NSA or relevant CSA of the Providing Party in writing if Classified Information provided under this Agreement has been destroyed in such a situation.

(8) The Providing Party may prohibit the reproduction, translation or destruction of its Classified Information by adding an appropriate marking, by attaching a written notice, or by providing handling instructions to the Receiving Party.

## ARTICLE 10

### **Classified Contracts and Facility Security Clearances**

(1) If a Party proposes to place a Classified Contract involving Classified Information at the UK TOP SECRET, SEGRETISSIMO, UK SECRET, SEGRETO or RISERVATISSIMO level with a Contractor under the jurisdiction of the other Party, the NSA or relevant CSA of the Party proposing the contract shall first obtain written confirmation from the NSA or relevant CSA of that Party that the Contractor under the jurisdiction of the other Party has 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 the Contractor to which, or individual to whom, it applies.

(3) For the purposes of this Agreement the Providing Party shall recognise FSCs issued by the NSA or CSA of the Receiving Party.

(4) A Party entering or proposing to enter into a Classified Contract after the entry into force of this Agreement involving Classified Information at the UK TOP SECRET, SEGRETISSIMO, UK SECRET, SEGRETO or RISERVATISSIMO level shall ensure that the Contractor is legally obliged to afford the other Party's Classified Information it receives the same degree of protection as the Receiving Party is required to afford it under this Agreement.

(5) A Party shall ensure that all Classified Contracts contain provisions that substantially reflect the relevant security requirements for the protection of Classified Information imposed on Parties by virtue of this Agreement. For Classified Contracts at the SEGRETISSIMO, UK TOP SECRET, SEGRETO, UK SECRET or RISERVATISSIMO level a copy of the Classified Contract shall be submitted to the NSA or relevant CSA of the Receiving Party to facilitate their security monitoring of the contract.

(6) If the NSA or relevant CSA of the Receiving Party withdraws or downgrades an existing FSC issued to a Contractor Facility which handles or stores Classified Information generated and/or provided under this Agreement the NSA or relevant CSA of the Providing Party shall be informed as soon as is practicable.

(7) If the Providing Party has a valid security reason to suspect that a Facility of a Contractor located in the territory of the other Party issued with a FSC is not adequately protecting its Classified Information the NSA of the Providing Party may request that a security inspection is carried out by the NSA or relevant CSA of the Receiving Party in order to monitor compliance.

(8) An FSC is not required for Classified Contracts that are limited to Classified Information at the level of UK OFFICIAL-SENSITIVE or RISERVATO. A Party entering or proposing to enter into a Classified Contract after the entry into force of this Agreement concerning UK OFFICIAL-SENSITIVE or RISERVATO Classified Information shall ensure that it contains an appropriate security requirements clause which shall define the minimum security requirements to be applied by the Contractor to Classified Information that is generated and/or provided as a result of the Contract. The security requirements clause should include a provision concerning the appointment, by the Contractor, of a person who has the overall responsibility for the protection of Classified Information marked UK OFFICIAL-SENSITIVE or RISERVATO.

## ARTICLE 11

### Visits

(1) If an official of a Party is required to visit a government department, agency or establishment falling under the responsibility of the other Party, and this visit will or may involve access to Classified Information at the UK TOP SECRET, SEGRETISSIMO, UK SECRET, SEGRETO or RISERVATISSIMO 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, SEGRETISSIMO, UK SECRET, SEGRETO or RISERVATISSIMO level, the procedure as set out in paragraphs (3), (4) and (5) of this Article shall be followed.

(3) A request for visit as referred to in paragraph (2) of this Article shall be submitted by the visitor's NSA or CSA to the NSA or relevant CSA of the host Facility at least 20 working days prior to the commencement of the visit. The request for visit shall include at least the following information:

- a) the visitor's name, date and place of birth, nationality and identification card/passport number;
- b) the visitor's official job title, with the name of the organisation the visitor represents;
- c) the date and duration of the visit. In the case of recurring visits the total period covered by the visits shall be stated;
- d) the purpose of the visit and subject(s) to be discussed;
- e) the name, address, phone number, e-mail address and point of contact of the Facility to be visited;
- f) an indication of the highest Security Classification Level of Classified Information to be discussed or accessed;
- g) the level and validity of the visitor's PSC; and
- h) a dated signature of a representative of the visitor's NSA or CSA (or person acting on their behalf) who is duly authorised to make such visit requests.

(4) In urgent cases, the NSAs or relevant CSAs of both Parties may agree on a shorter timescale than that stated in paragraph (3) of this Article for the submission of the request for visit.

(5) For specific Classified Contracts or programmes it may be possible, subject to the approval of the NSAs or relevant CSAs of both Parties, to establish a recurring visitor list. Such a list shall be valid for an initial period not exceeding twelve months from the date of authorisation and may be extended for further periods of time not exceeding twelve months subject to the mutual agreement of the NSAs or relevant CSAs. A recurring visitor list shall be submitted in accordance with paragraphs (3) and (4) of this Article. Once such a list has been authorised, visits may be arranged directly between the visitor and the host Facility without the further involvement of the NSAs or relevant CSAs.

(6) Visits shall only take place when the visit request as described in paragraphs (3), (4) and (5) of this Article has been authorised by the NSA or relevant CSA of the host Facility.

(7) The NSAs or CSAs of both Parties may determine that alternative visit procedures to those described in paragraphs (3), (4), (5) and (6) of this Article may be adopted for specific Classified Contracts or programmes. Such alternative visit procedures shall be mutually agreed and may be documented in Programme Security Instructions.

(8) Nothing in this Agreement affects visits conducted under the EDIR Framework Agreement.

(9) Visits involving access to Classified Information at the level of UK OFFICIAL-SENSITIVE or RISERVATO shall be arranged directly between the visitor and the host Facility to be visited.

## ARTICLE 12

### **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 in accordance with 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 of the Party in whose territory the incident has occurred, or the NSA of the Party responsible for the Facility, shall inform the other NSA of the outcome of the investigation in writing as soon as possible and of any actions taken to prevent a recurrence.

(4) If a Security Incident involving Classified Information occurs outside the territories of Italy or the UK, the responsible NSA or CSA shall take appropriate measures to limit the consequences of the Security Incident and inform the other NSA or relevant CSA of the incident as soon as is practicable.

## ARTICLE 13

### **Financial Matters**

Each Party shall bear its own costs regarding the implementation of this Agreement without exceeding its ordinary budget availability.

## ARTICLE 14

### **Settlement of Disputes**

Any dispute or disagreement between the Parties on the interpretation or application of this Agreement shall be settled by means of consultation between the Parties and shall not be referred to a Third Party for resolution.

## ARTICLE 15

### **Final Provisions**

(1) Each Party shall notify the other Party by the exchange of diplomatic notes once the internal legal procedures 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 shall be applied provisionally from the date of signature.

(3) This Agreement may be amended at any time at the request of either Party. Agreed amendments shall enter into force on the first day of the second month following the exchange of diplomatic notes.

(4) The NSAs or CSAs may conclude implementing arrangements pursuant to this Agreement.

(5) This Agreement shall remain in force until further notice. Either Party may terminate this Agreement by submitting a diplomatic note to the other Party. In that case, this Agreement shall terminate six months after the notification is received by the other Party.

(6) In case of termination of this Agreement, all Classified Information generated and/or provided by the Parties shall continue to be protected in accordance with the provisions set forth herein. If requested, such Classified Information shall be securely returned by the Receiving Party to the Providing Party.

(7) 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.

(8) Upon the entry into force of this Agreement, the General Security Arrangement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Italian Republic concerning the protection of classified information exchanged for the purposes of research, development, production and procurement between the two countries, dated 16 February 2004 as amended, shall be terminated. Any Classified Information generated and/or provided previously under that Arrangement shall be protected in accordance with the provisions of this Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto, have signed this Agreement.

DONE in Rome on twenty-second September 2020 in two original copies, in the English and Italian languages, each text being equally authentic.

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

**For the Government of the  
Italian Republic:**

**JILL MORRIS**

**GENNARO VECCHIONE**



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