



Brazil No. 1 (2026)

# Agreement

between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Federative Republic of Brazil on the Exchange and Mutual Protection of Classified Information

Brasilia, 4 September 2025

[The Agreement is not in force]

*Presented to Parliament  
by the Secretary of State for Foreign, Commonwealth and Development Affairs  
by Command of His Majesty  
January 2026*

CP 1487



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ISBN 978-1-5286-6166-9  
E03524534 01/26

Printed on paper containing 40% recycled fibre content minimum

Printed in the UK by HH Global on behalf of the Controller of His Majesty's Stationery Office

**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED  
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE  
GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL ON THE  
EXCHANGE AND MUTUAL PROTECTION OF CLASSIFIED  
INFORMATION**

The Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter the “United Kingdom”) and The Government of the Federative Republic of Brazil (hereinafter “Brazil”), hereinafter referred to as “Parties” or individually as “Party”,

WISHING to ensure the protection of Classified Information generated or provided by the Parties or Contractors in either the United Kingdom or Brazil;

WISHING to establish procedures regarding the protection of Classified Information in accordance with the National Laws, Rules and Regulations of the Parties;

HAVE AGREED as follows:

**ARTICLE 1**

**Purpose**

1. The purpose of this Agreement is to ensure the protection of Classified Information by setting out the security procedures and arrangements to be applied by both Parties.
2. Unless otherwise provided, this Agreement applies to all United Kingdom or Brazilian Classified Information that is generated or provided in accordance with the Parties’ respective National Laws, Rules or Regulations. It covers Classified Information generated or provided by one Party to the other, between a Party and a Contractor, or between Contractors.
3. Nothing in this Agreement shall be interpreted as binding a Party in respect to how it handles and protects its own Classified Information.
4. Nothing in this Agreement shall be interpreted as compelling the exchange of Classified Information between the Parties.

**ARTICLE 2**

**Definitions**

For the purposes of this Agreement, the term:

- a) **“Authorised Personal Hand Carriage”** means an individual, with an appropriate level of PSC and authorised by the relevant NSA/CSA, who securely hand carries Classified Information from the territory of one Party to the territory of the other Party.
- b) **“Classified Information”** means information, regardless of its nature or method of transmission, that requires protection against Compromise and has been designated as such, according to the respective National Laws, Rules and Regulations of each Party.
- c) **“Classified Contract”** means a contract (including pre-contractual negotiations) which contains Classified Information or which involves the processing of Classified Information.
- d) **“Competent Security Authority”** (CSA) means a Government authority of a Party which is responsible for ensuring the implementation and supervision of the provisions set out in this Agreement. A CSA may also undertake some of the responsibilities of a NSA.
- e) **“Compromise”** designates any form of misuse, damage or unauthorised access, alteration, disclosure or destruction of Classified Information, as well as any other action or inaction that results in loss of its confidentiality, integrity, availability or authenticity.
- f) **“Contractor”** means any natural or legal person with the capacity to enter into Classified Contracts other than a Party to this Agreement.
- g) **“Facility”** means an office, installation, plant, factory, laboratory, 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), or any government establishment.
- h) **“Facility Security Clearance”** (FSC) means a determination by a NSA or CSA of a Party that a Contractor under its jurisdiction has been security cleared and has in place the appropriate measures to protect Classified Information, in accordance with National Laws, Rules and Regulations.
- i) **“Mutual Classified Information”** means Classified Information of mutual security interest to both Parties.
- j) **“National Laws, Rules or Regulations”** means any relevant legislation, national security policy or rules, which may affect the Processing of Classified Information by a Party.

- k) **“National Security Authority”** (NSA) means the Government authority of each Party which is ultimately responsible for the security of Classified Information under this Agreement, in accordance with the provisions of this Agreement and the National Laws, Rules or Regulations that apply. A NSA may also undertake some of the responsibilities of a CSA.
- l) **“Need to Know”** means the necessity for an individual to have access to Classified Information in order to perform their official duties and tasks.
- m) **“Originating Party”** means the Party that provides Classified Information under this Agreement.
- n) **“Personnel Security Clearance”** (PSC) means a determination by a Party that an individual has been security authorised to process Classified Information, up to and including a certain Security Classification Level, in accordance with the National Laws, Rules or Regulations of a Party.
- o) **“Process”** means an operation or set of operations performed on any Classified Information (whether or not by automated means) and includes access, consultation, destruction, disclosure, protection, storage or use. “Processing” and “Processed” shall be construed accordingly.
- p) **“Receiving Party”** means the Party that receives Classified Information under this Agreement.
- q) **“Security Classification Level”** means a category assigned to Classified Information which indicates the sensitivity, the damage that might arise in the event of a Security Incident, and the level of protection to be granted to it by the Parties.
- r) **“Security Incident”** means an act or omission which results in the Compromise of Classified Information which has been generated or provided under this Agreement.
- s) **“Third Party”** means any natural or legal person (including States and International Organisations) who are not Parties to this Agreement.

## ARTICLE 3

### **National Security Authorities**

1. The NSAs designated as responsible for this Agreement are:

**On behalf of the United Kingdom:**

The UK National Security Authority, Cabinet Office

**On behalf of Brazil:**

The Institutional Security Cabinet of the Presidency of the Federative Republic of Brazil (*Gabinete de Segurança Institucional da Presidência da República Federativa do Brasil*)

2. Each Party shall provide to the other contact details of their respective NSA in writing.
3. Each Party shall inform each other about any changes in the title of such bodies or transfers of its competences to another body.

**ARTICLE 4**

**Security Classification Levels**

1. The Parties agree that the Security Classification Levels shall correspond to one another as follows:

<b>In the United Kingdom</b>	<b>In Brazil</b>
UK TOP SECRET	ULTRASSECRETO
UK SECRET	SECRETO
UK OFFICIAL-SENSITIVE ( <i>see paragraph 2 of this Article</i> )	RESERVADO

2. Subject to the terms of this Agreement, the United Kingdom shall afford Classified Information at the level of RESERVADO the same degree of protection as it would Classified Information at the level of UK OFFICIAL-SENSITIVE.
3. The Security Classification Level of any Classified Information provided under this Agreement shall be clearly and correctly indicated by the Originating Party.
4. The Originating Party shall notify the Receiving Party about any change in the Security Classification Level of Classified Information provided.
5. The Originating Party shall inform the Receiving Party about any condition of release or limitations on the use of the Classified Information provided.
6. For the purposes of this Agreement, the Parties shall mutually recognise the FSCs and PSCs of each other.

## ARTICLE 5

### **Protection of Classified Information**

1. Each Party shall undertake all appropriate measures under their National Laws, Rules or Regulations to ensure the protection of Classified Information generated or provided under this Agreement.
2. Each Party shall also ensure that appropriate measures under their National Laws, Rules or Regulations are implemented for the protection of the Classified Information Processed in communication and information systems.
3. Each Party shall ensure the confidentiality, integrity, availability and, when applicable, non-repudiation, authenticity, accountability and traceability of any Classified Information generated or provided under this Agreement.
4. Subject to Article 9 of this Agreement, and subject to their National Laws, Rules or Regulations, the Parties shall not disclose any Classified Information to a Third Party or make such Classified Information available to the public without the prior written approval of the Originating Party.
5. The Parties shall promptly notify each other of any significant changes to their respective National Laws or Regulations that may affect the protection of Classified Information that has been provided under this Agreement.

## ARTICLE 6

### **Mutual Classified Information**

1. Any Mutual Classified Information shall bear both corresponding classification markings, separated by a slash punctuation mark, so shall be marked: UK TOP SECRET / ULTRASECRETO, UK SECRET / SECRETO, UK OFFICIAL-SENSITIVE / RESERVADO, as provided in Article 4 of this Agreement.
2. The requirements as set out in this Agreement shall apply equally to any Mutual Classified Information created by the Parties. Where Mutual Classified Information is concerned, any clause in this Agreement that refers to “the Originating Party” shall be read as referring to “the Originating Parties”.
3. Where Mutual Classified Information is generated frequently by the Parties in a bilateral programme, project or Classified Contract, the NSAs or relevant CSAs of the Parties may conclude implementing arrangements setting out additional instructions and requirements pursuant to this Agreement.

## ARTICLE 7

### **Use of Classified Information**

1. Each Party shall ensure that Classified Information generated or provided under this Agreement will not be:
  - a) declassified or downgraded without the prior written consent of the Originating Party; and
  - b) used for purposes other than those agreed by the Originating Party, unless the Originating Party expressly consents in writing to a further or different specified use.
2. Each Party, in accordance with its National Laws, Rules or Regulations, shall respect the principle of originator consent.
3. Subject to paragraph 1.b and paragraph 2 of this Article, the Receiving Party is permitted to share Classified Information internally with other Government organisations of that Party provided that the recipient organisation has a need to access the Classified Information for the purposes of its functions and can afford it an appropriate degree of protection as set out in this Agreement.

## ARTICLE 8

### **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, ULTRASSECRETO, UK SECRET or SECRETO levels shall be limited to individuals who have been granted an appropriate PSC.
3. As an exception to paragraph 2 of this Article, certain individuals may be allowed access to Classified Information by virtue of their function if permitted under their respective National Laws, Rules or Regulations.
4. Where the Originating Party, for reasons of national security, requires access to classified information at the UK TOP SECRET, ULTRASSECRETO, UK SECRET or SECRETO level to be limited on the basis of nationality, it shall be marked with an additional “UK / BRA EYES ONLY” caveat. Classified Information with this caveat applied shall be limited to those persons holding the sole nationality of one Party or the nationalities of both Parties.

5. Access to Classified Information at the RESERVADO level by the United Kingdom requires one of the following conditions to be met:

- a) the individual holds a PSC at the UK TOP SECRET or UK SECRET level; or
- b) if an individual does not hold a PSC, the Baseline Personnel Security Standard, as set out under the United Kingdom's National Laws, Rules and Regulations, has been successfully completed.

6. Access to Classified Information at the UK OFFICIAL-SENSITIVE level by Brazil requires the individual to hold a PSC at the RESERVADO level or higher.

## ARTICLE 9

### **Disclosure of Classified Information**

1. Within the scope of its National Laws, Rules or Regulations, the Receiving Party shall take all reasonable steps available to prevent Classified Information of the Originating Party being made available to the public or being disclosed to a Third Party without the Originating Party's prior written approval.

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

## ARTICLE 10

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

1. Unless otherwise prohibited by the Originating Party, by way of an appropriate marking, written notice or handling instructions, the Receiving Party may translate, reproduce or destroy Classified Information in accordance with this Article.

2. All translations and reproductions of Classified Information shall retain the Security Classification Level applied to the original and shall be protected in accordance with this Agreement.

3. The number of reproductions shall be limited to the minimum required for an official purpose in accordance with National Laws, Rules and Regulations, and shall be made only by individuals who have access to Classified Information in accordance with Article 8 of this Agreement.

4. Translations shall be marked with a suitable annotation, in the language into which they have been translated, indicating that they contain Classified Information of the Originating Party.

5. When no longer required by the Receiving Party, 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 corresponding Security Classification Level.

6. As an alternative to paragraph 5 of this Article, the Originating Party may request that Classified Information that is no longer required by the Receiving Party be returned to it. Any Classified Information returned shall be in accordance with the methods stipulated by Article 12 of this Agreement.

7. If a situation makes it impossible to safeguard Classified Information provided under this Agreement, then it shall be destroyed using any appropriate method 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 if Classified Information has been destroyed in such a situation.

## ARTICLE 11

### **Classified Information transmitted electronically**

1. If a Party wishes to transmit Classified Information electronically to the other Party, it shall transmit it in encrypted form using cryptographic solutions agreed by the NSAs or relevant CSAs of both Parties.

2. As an exception to paragraph 1 of this Article, if a Party wishes to transmit electronic Classified Information at the UK OFFICIAL-SENSITIVE level to the other Party it may do so using well-configured commercial cryptographic services, if suitable nationally approved cryptographic solutions are not available and if agreed in advance by the Originating Party.

## ARTICLE 12

### **Providing Classified Information using physical means**

1. If a Party wishes to provide Classified Information at the UK TOP SECRET or ULTRASSECRETO level using physical means, it shall make arrangements for the Classified Information to be provided to the Receiving Party through diplomatic channels. Other physical means of providing the Classified Information may be used if agreed in writing by the NSAs or relevant CSAs of both Parties.

2. If a Party wishes to provide Classified Information at the UK SECRET or SECRETO level using physical means, it shall make arrangements for the Classified Information to be provided to the recipient through diplomatic channels or by Authorised Personal Hand Carriage. Other physical means of providing the Classified Information may be used if agreed in writing by the NSAs or relevant CSAs of both Parties.

3. If a Party wishes to transport Classified Information at the UK SECRET or SECRETO level as freight, it shall set out the means of transport, the route and any escort requirements in a transportation plan. This transportation plan shall be mutually agreed in writing by the NSAs or relevant CSAs of both Parties before the transport takes place.

4. If a Party wishes to provide Classified Information at the UK OFFICIAL-SENSITIVE or RESERVADO level using physical means, it can be provided to the recipient by using commercial courier companies, by Authorised Personal Hand Carriage or through diplomatic channels. Classified Information at the UK OFFICIAL-SENSITIVE or RESERVADO level may also be transported as freight provided it is appropriately protected, but a transportation plan is not required.

5. The CSAs of the respective Parties may mutually agree alternative means to exchange Classified Information to those required by this Article.

6. In the event that Classified Information that is under the scope of this Article is converted into or otherwise Processed electronically and needs to be exchanged, the requirements of Article 11 of this Agreement shall apply.

## ARTICLE 13

### **Security co-operation**

1. The NSA or relevant CSAs of a Party shall, where necessary and in accordance with their National Laws, Rules or 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, requires confirmation of an existing FSC relating to a Facility of a Contractor 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. That request shall contain the following information:

- a) name of the Contractor;
- b) address of the Contractor;

- c) if relevant, the identifying details of the Contractor Facility;
- d) reason for the request and the FSC level required; and
- e) contact details of the requesting NSA or CSA.

3. When a Party, whether on behalf of itself or a Contractor, requires confirmation of an individual's existing PSC understood 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. That request shall contain the following information:

- a) full name of the individual;
- b) date and place of birth of the individual;
- c) nationality or nationalities of the individual;
- d) name of the organisation or Contractor which employs the individual;
- e) reason for the request and the PSC level required; and
- f) contact details of the requesting NSA or CSA.

4. The same process as described in paragraphs 2 and 3 of this Article shall be followed when a Party wishes to request the issuing of a new FSC or PSC from the other Party. For the United Kingdom, a new FSC or PSC cannot be requested by Brazil for access only to Classified Information at the RESERVADO level.

5. On receipt of a request submitted in accordance with paragraphs 2, 3 or 4 of this Article, the NSA or CSA receiving the request shall provide the requesting NSA or CSA with details of any 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.

6. An NSA or CSA of a Party may, on providing a valid reason, request the NSA or CSA of the other Party to undertake a review of any FSC or PSC it has issued. The NSA or CSA which undertakes the review shall notify the requesting NSA or CSA of the results.

7. If 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 endeavour to notify the NSA or CSA of the other Party as soon as is practicable.

## ARTICLE 14

### **Classified Contracts with Contractors under the Jurisdiction of a Party**

1. If a Party intends to enter into a Classified Contract involving Classified Information at the UK TOP SECRET, ULTRASSECRETO, UK SECRET, SECRETO or RESERVADO levels with a Contractor under the jurisdiction of the other Party, the NSA or CSA of the Party intending to enter into the contract shall first obtain written confirmation from the NSA or CSA of the other Party, in accordance with Article 13 of this Agreement, that the Contractor and its relevant personnel have been granted a FSC or PSC to at least the appropriate Security Classification Level.
2. Unless mutually agreed between the Parties, and subject to paragraph 3 of this Article, a Party entering or proposing to enter into a Classified Contract shall ensure that the Contractor is legally obliged to afford the other Party's Classified Information the same degree of protection as if it were the Receiving Party.
3. Where a Contractor is under the jurisdiction of a Party, any Classified Contract awarded to that Contractor by the other Party shall contain 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 corresponding Security Classification Levels of the Parties as set out in Article 4 of this Agreement;
  - b) that Classified Information generated or provided as a consequence of the Classified Contract shall be protected by the Contractor in accordance with this Agreement, and applicable National Laws, Rules or Regulations;
  - c) that the Contractor shall disclose Classified Information only to individuals in accordance with the requirements of Article 8 of this Agreement and charged with the performance of any tasks or duties in relation to the Classified Contract;
  - d) 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;
  - e) that, if the Contractor receives any request to disclose any Classified Information provided as a result of the Classified Contract to a Third Party, or a request to make such information available to the public, the Contractor shall immediately notify the NSA or CSA in its jurisdiction in writing;

- f) that, unless required by applicable National Laws, Rules or 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 approval of the Originating Party;
- g) the procedures for the translation, reproduction and destruction of Classified Information, which shall be in accordance with Article 10 of this Agreement;
- h) the channels to be used for the provision or transmission of Classified Information, which shall be in accordance with Articles 11 and 12 of this Agreement;
- i) that, where relevant and applicable, the Contractor shall hold Classified Information only in a Facility that has an appropriate level of FSC;
- j) the details of the procedures for the approval of visits by the Contractor to a Facility under the jurisdiction of the other Party, which shall be in accordance with Article 16 of this Agreement;
- k) a requirement that the Contractor shall notify the NSA or relevant CSA in its jurisdiction of any actual or suspected Security Incident relating to the Classified Contract and take all reasonable steps to assist in mitigating the effects;
- l) the 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
- m) that should a Contractor sub-contract all or part of the contract involving access to Classified Information generated or provided under this Agreement, that Contractor shall include the same provisions as set out here in the sub-contract.

4. Specific contracts may require stricter nationality restrictions beyond that in Article 8, and additional technical requirements to meet these restrictions. Where this is necessary, this shall be set out in appropriate provisions in the Classified Contract.

5. Classified Contracts involving Classified Information shall contain appropriate provisions setting out the security requirements and classified aspects of the contract.

6. The NSA or relevant CSA shall be notified by the other Party when a Contractor under its jurisdiction has been awarded a Classified Contract in accordance with this Article.

## ARTICLE 15

### **Classified Contracts with Contractors outside the Jurisdiction of a Party**

1. If a Party intends to enter into a Classified Contract with a Contractor outside the jurisdiction of the other Party, the NSA or CSA of the Party intending to enter into the Contract shall first obtain written consent from the NSA or CSA of the other Party.

2. When seeking written consent under paragraph 1 of this Article, the NSA or CSA of the Party intending to enter into the Contract shall provide written confirmation of the following:

- a) that the Contractor and its relevant personnel have been granted respectively a FSC or PSC to at least the corresponding Security Classification Level;
- b) that the Contractor is legally obliged to afford the other Party's Classified Information an appropriate level of protection; and
- c) that the Classified Contract the Party intends to enter into includes the provisions of Article 14 of this Agreement.

3. The other Party reserves the right to refuse consent or to include additional provisions on the Contract.

## ARTICLE 16

### **Visits**

1. If a Government official of a Party is required to visit a government Facility in the territory of the other Party, and this visit will or may involve access to Classified Information at the UK TOP SECRET, ULTRASSECRETO, UK SECRET, SECRETO or RESERVADO levels, the visitor shall ensure that details of their authorisation to access Classified Information are provided to the host prior to the visit.

2. If a Government official of a Party is required to visit a Facility of a Contractor which has been issued a FSC by the other Party, and this visit will or may involve access to Classified Information at the UK TOP SECRET, ULTRASSECRETO, UK SECRET, SECRETO or RESERVADO levels, the procedure set out applies:

- a) A request for visit shall be submitted by the NSA or CSA of the proposed visitors to the relevant NSA or CSA of the host Facility at least 20 working days in advance of the proposed visit, unless the NSAs or CSAs mutually agree on a different period of notice. The request shall include at least the following data:
  - i. the visitor's name and surname, date and place of birth, nationality or nationalities, and identification card/passport number;
  - ii. official job title of the visitor, name of the organisation the visitor represents, and the name and address of the Facility where they are employed;
  - iii. a description of the Classified Contract/programme in which they are participating and which is the subject of the visit;
  - iv. confirmation of the level and validity of the visitor's PSC or a statement confirming the person's authorisation to access Classified Information (if the exception in paragraph 3 of Article 8 of this Agreement applies);
  - v. the name and address of the facility to be visited;
  - vi. the anticipated Security Classification Level of the Classified Information to be discussed or accessed;
  - vii. the date and duration of the visit and, in the case of recurring visits, the total period covered by the visits shall be stated, in accordance with paragraph 2.c of this Article; and
  - viii. date and signature of a representative of the visitor's NSA or CSA; the representative shall not be the same person as the visitor.
- b) Visits shall only take place when the request to visit has been authorised by the NSA or relevant CSA of the host Facility.
- c) 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 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 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 a and b. Once such a list has been authorised, visit

arrangements may be determined directly between the visitor and host Facility without the further involvement of the NSAs or CSAs.

- d) The NSAs or CSAs of both Parties may mutually determine and agree that alternative visit procedures to those described in paragraphs a, b and c may be adopted for specific Classified Contracts or programmes. Any alternative visit procedures shall be mutually agreed by the NSAs or CSAs of both Parties in writing.

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

4. Representatives of the NSAs or CSAs of the Parties may request to visit Facilities handling their Classified Information with the intention of acquiring knowledge of security procedures and measures applicable to protect it. Such visits are only permitted with the prior approval of the relevant host NSA or CSA.

## ARTICLE 17

### **Actions in the event of a Security Incident**

1. Any actual or suspected Security Incident occurring in the jurisdiction of a Party, or at a Facility in the territory of a Party, including that Party's diplomatic mission, shall be investigated immediately by that Party.

2. If a Security Incident has occurred in the territory of a Third Party, the NSA of the Party which provided the Classified Information to the territory of the Third Party shall promptly inform the NSA of the other Party of the incident.

3. If a Security Incident is confirmed by the investigating Party, that Party shall take appropriate measures according to its applicable National Laws, Rules or Regulations to limit the consequences of the incident and prevent a recurrence.

4. If a Security Incident is confirmed which may have resulted in the actual or suspected Compromise of Classified Information, intentionally or unintentionally, the NSA or CSA of the investigating Party shall inform the NSA or CSA of the Originating Party of the outcome of the investigation in writing as soon as is practicable.

## ARTICLE 18

### **Notification**

Unless otherwise provided, all written communication, notifications and requests submitted between the Parties to meet the obligations stipulated in this Agreement shall be made in writing in English and as soon as reasonably practicable.

## ARTICLE 19

### **Costs**

Each Party shall bear its own costs resulting from the implementation of this Agreement.

## ARTICLE 20

### **Dispute Resolution**

1. Any dispute that may arise between the Parties regarding the interpretation or application of this Agreement, or any related matter, shall be resolved by consultations and negotiations between the Parties, through diplomatic channels, unless otherwise agreed by the Parties.
2. During the period of resolution of the dispute, both Parties shall continue to fulfil their obligations under this Agreement.
3. No dispute or disagreement may be referred to any international court or Third Party for settlement.
4. Dispute settlement procedures between both Parties shall be conducted on the basis of the principle of confidentiality.

## ARTICLE 21

### **Protection of legacy Classified Information**

1. Unless the United Kingdom has notified Brazil that it has downgraded or declassified the information, Brazil shall afford any legacy 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 SECRETO level and any legacy UK RESTRICTED Classified Information the same degree of protection as it would Classified Information at the RESERVADO level.

2. Unless Brazil has notified the United Kingdom that it has declassified the information, the United Kingdom shall afford any legacy CONFIDENCIAL Classified Information that was provided prior to the entry into force of this Agreement the same degree of protection as it would Classified Information at the UK SECRET level.

## ARTICLE 22

### **Amendments**

This Agreement may be amended with the mutual, written consent of both Parties at any time. Agreed amendments shall enter into force in accordance with Article 25 of this Agreement.

## ARTICLE 23

### **Validity**

This Agreement shall remain in force until terminated in accordance with Article 24 of this Agreement.

## ARTICLE 24

### **Termination**

1. A Party may, at any time, terminate this Agreement by written notification, through diplomatic channels, to the other Party.
2. Termination shall take effect after six months from the date on which the other Party has received the written notification.
3. In case of termination, any Classified Information generated or provided under this Agreement shall continue to be protected in accordance with this Agreement for as long as it remains classified, unless otherwise agreed in writing.

## ARTICLE 25

### **Entry into Force**

Each Party shall notify the other Party through diplomatic channels once the domestic 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.

IN WITNESS WHEREOF the undersigned, being duly authorised by their respective Governments, have signed this Agreement,

Done at Brasilia, in two originals, on this Fourth day of September 2025 in the English and Portuguese languages, both texts being equally authentic.

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

**STEPHANIE AL-QAQ**

**For the Federative Republic of Brazil:**

**MARCOS AMARO**

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978-1-5286-6166-9