

The Agreement was
previously published
as Portugal No.1 (2025)
CP 1455



Treaty Series No. 40 (2026)

Agreement

between the United Kingdom of Great Britain and Northern Ireland and the
Portuguese Republic on the Protection of Classified Information

London, 15 September 2025

[The Agreement entered into force 1 June 2026]

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

CP 1679

The Agreement was
previously published
as Portugal No.1 (2025)
CP 1455



Treaty Series No. 40 (2026)

Agreement

between the United Kingdom of Great Britain and Northern Ireland and the
Portuguese Republic on the Protection of Classified Information

London, 15 September 2025

[The Agreement entered into force 1 June 2026]

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

CP 1679



© Crown copyright 2026

This publication is licensed under the terms of the Open Government Licence v3.0 except where otherwise stated. To view this licence, visit nationalarchives.gov.uk/doc/open-government-licence/version/3

Where we have identified any third-party copyright information you will need to obtain permission from the copyright holders concerned.

This publication is available at www.gov.uk/official-documents

Any enquiries regarding this publication should be sent to us at Treaty Unit, Foreign, Commonwealth and Development Office, King Charles Street, London, SW1A 2AH

ISBN 978-1-5286-6816-3
E03685807 09/26

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 UNITED KINGDOM OF GREAT
BRITAIN AND NORTHERN IRELAND AND THE PORTUGUESE
REPUBLIC ON THE PROTECTION OF CLASSIFIED INFORMATION**

The United Kingdom of Great Britain and Northern Ireland (“the United Kingdom”) and the Portuguese Republic, hereinafter referred to jointly as “Parties” or individually as a “Party”;

RECOGNISING the important role of their joint cooperation in ensuring peace, international security, and mutual confidence;

WISHING to create a set of rules on the mutual protection of classified information exchanged between the Parties, their individuals, or legal entities, under cooperation conventions, arrangements or contracts concluded or to be concluded;

CONSIDERING that they share equivalent security standards for the protection of classified information,

HAVE AGREED ON the following:

ARTICLE 1

DEFINITIONS

In this Agreement:

- (a) **“Classified Information”** means any information of whatever form, nature or method of transmission, that is assigned a security classification level by a Party and which requires protection against unauthorised disclosure, access, or destruction in the interest of national security and in accordance with its national laws and regulations;
- (b) **“Classified Contract”** means a legally binding instrument that requires a Contractor to access the Classified Information of a Party to provide goods or services. This term includes a sub-contract or a pre-contractual activity;
- (c) **“Competent Security Authorities”** (CSAs) means governmental organisations, which are designated by each Party as the authorities responsible, within their respective competence under their national laws and regulations, for the handling of the Classified Information;
- (d) **“Contractor”** means an individual or a legal entity that has the legal capacity to enter into a Classified Contract. This term includes a sub-contractor;

- (e) **“Facility Security Clearance”** (FSC) means a determination by a Party, issued by its relevant NSA or CSA, that a Contractor meets the security requirements to handle Classified Information to a particular security classification level in accordance with its national laws and regulations;
- (f) **“National Security Authority”** (NSA) means the Government authority of a Party with ultimate responsibility for the security of Classified Information in accordance with the provisions of this Agreement and the national laws and regulations that apply;
- (g) **“Need-To-Know”** means that access to Classified Information is limited to authorised individuals who need to have access to Classified Information in order to perform their official duties;
- (h) **“Originating Party”** means a Party which provides Classified Information to the receiving Party under this Agreement;
- (i) **“Personnel Security Clearance”** (PSC) means a determination by a Party, issued by its relevant NSA or CSA, that an individual is eligible to access Classified Information to a particular security classification level in accordance with its national laws and regulations;
- (j) **“Programme/Project Security Instruction”** means a compilation of security requirements and procedures in accordance with national laws and regulations to be applied to a specific programme or project in order to standardise the protection of its Classified Information;
- (k) **“Receiving Party”** means the Party which receives Classified Information provided by the Originating Party;
- (l) **“Security Aspects Letter”** (SAL) means a document associated with a Classified Contract that identifies each part of that contract which contains Classified Information;
- (m) **“Security Incident”** means an act or omission which results in the unauthorised processing, loss or compromise of Classified Information which has been provided or generated under this Agreement; and
- (n) **“Third Party”** means any individual, legal entity, State or an international organisation, who is not a Party or a Contractor of a Party.

ARTICLE 2

PURPOSE

1. This Agreement sets out the rules for the protection of Classified Information that is provided or disclosed by one Party to the other Party, or by one Party to a Contractor from the other Party, or by a Contractor from one Party to a Contractor from the other Party, in accordance with the respective national laws and regulations of the Parties.
2. Nothing in this Agreement shall be interpreted as binding a Party in respect to how it handles and protects its own Classified Information.
3. Nothing in this Agreement shall be interpreted as compelling the exchange of Classified Information between the Parties.

ARTICLE 3

NATIONAL SECURITY AUTHORITIES

1. The Parties designate the following entities as their respective NSAs:

(a) for the United Kingdom:

UK National Security Authority
Cabinet Office

(b) for the Portuguese Republic:

Autoridade Nacional de Segurança

2. The Parties shall notify each other, through diplomatic channels, of any change regarding to the designation of the NSAs.
3. The NSAs shall provide each other the official contact details and shall inform each other of any subsequent changes.

ARTICLE 4

SECURITY CLASSIFICATION LEVELS

1. The Originating Party shall assign a security classification level to Classified Information and shall mark it according to its national laws and regulations.
2. The table below identifies the corresponding markings used by the respective Parties for their security classification levels of Classified Information:

In the United Kingdom	In the Portuguese Republic
UK TOP SECRET	MUITO SECRETO
UK SECRET	SECRETO
(see paragraph 3)	CONFIDENCIAL
UK OFFICIAL-SENSITIVE	RESERVADO

3. Unless otherwise mutually agreed between the Parties in writing, the United Kingdom shall afford Portuguese Classified Information at CONFIDENCIAL the same degree of protection as Classified Information at UK SECRET.

4. The Receiving Party may apply an additional marking or suitable handling instruction to Classified Information that is provided by the Originating Party, indicating the corresponding security classification level.

ARTICLE 5

PROTECTION AND USE OF CLASSIFIED INFORMATION

1. The Parties shall protect and use Classified Information provided under this Agreement as follows:

- a. The Receiving Party shall afford Classified Information the same degree of protection as it provides its own Classified Information at the corresponding security classification level as set out in Article 4 of this Agreement;
- b. The Receiving Party shall use Classified Information only for the purpose for which it is provided, unless the Originating Party gives prior consent in writing to do otherwise. To achieve this aim:
 - i. The Originating Party may specify, in writing, conditions of release or limitations on its use;
 - ii. The Receiving Party shall not downgrade the security classification level of Classified Information or declassify it without the prior consent, in writing, of the Originating Party;
 - iii. The Originating Party shall inform the Receiving Party of any change in the security classification level of Classified Information it has provided;

- iv. The Receiving Party shall take all appropriate measures to prevent a Security Incident involving Classified Information; and
- v. Subject to Article 7 of this Agreement, and applicable national laws and regulations, not disclose such Classified Information to a Third Party or make such Classified Information available to the public without the prior written approval of the Originating Party.

2. The Parties may mutually agree, in writing, additional security requirements for the protection of Classified Information.

3. Subject to paragraph 1 of this Article, the Receiving Party is permitted to share Classified Information internally with other Government organisations of that Party, provided that the recipient has a Need-To-Know and can afford it the appropriate degree of protection as set out in this Agreement.

4. In order to achieve and maintain comparable standards of security, each NSA shall, on request, provide the other with appropriate information about its national security policies, standards, procedures and practices for safeguarding Classified Information, and may for this purpose facilitate visits by representatives of the other Party as appropriate.

5. Each NSA shall notify the other about any change to their national laws and regulations which substantially affects the degree of protection of Classified Information provided under this Agreement.

ARTICLE 6

ACCESS TO CLASSIFIED INFORMATION

1. Access to Classified Information shall be limited to individuals who have a Need-To-Know and who have been appropriately briefed on their responsibilities and obligations to protect Classified Information.

2. Access to Classified Information at the UK TOP SECRET, MUITO SECRETO, UK SECRET, SECRETO or CONFIDENCIAL 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 and regulations. Each NSA shall notify the other NSA in writing of the categories of individuals to whom this applies once the Agreement enters into force.

4. Where the Originating Party, for reasons of national security, requires access to Classified Information at the UK TOP SECRET, MUITO SECRETO, UK SECRET, SECRETO or CONFIDENCIAL level to be limited on the basis of nationality, it shall be marked with an additional “UK/PRT EYES ONLY” caveat. Classified Information with this caveat shall be limited to those individuals holding the sole nationality of one or of both Parties.

5. A PSC is not required for access to Classified Information at the UK OFFICIAL-SENSITIVE and RESERVADO level. As a minimum, individuals having such access shall have been subject to recruitment checks which, if permissible under their respective national laws and regulations, should: establish identity; verify nationality and immigration status; verify employment record and check criminal records.

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 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 of the Originating Party 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 8

CLASSIFIED INFORMATION PROVIDED IN NON-ELECTRONIC FORM

1. If a Party wishes to provide Classified Information at the UK TOP SECRET or MUITO SECRETO level in non-electronic form it shall make arrangements for the Classified Information to be provided to the Receiving Party or Contractor through diplomatic or military channels.

2. If a Party wishes to provide Classified Information at the UK TOP SECRET, SECRETO or CONFIDENCIAL levels in non-electronic form it shall make arrangements for the Classified Information to be provided to the recipient through diplomatic channels, military channels, or by authorised personal hand carriage. Other methods 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 TOP SECRET, MUITO SECRETO, UK SECRET, SECRETO or CONFIDENCIAL levels 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 in non-electronic form it can be provided to the recipient by using postal services, by 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. CSAs of the respective Parties may mutually agree, in writing, the use of alternative methods to exchange Classified Information to those required by this Article.

6. In the event that Classified Information falling under this Article is converted into an electronic format, the requirements of Article 9 shall apply.

ARTICLE 9

CLASSIFIED INFORMATION TRANSMITTED IN ELECTRONIC FORM

1. Classified Information received by the Parties in electronic form shall be processed only using communications and information systems assured by the Receiving Party to at least the corresponding security classification level.

2. If a Party wishes to transmit Classified Information to the other Party it shall encrypt it using cryptographic methods and means agreed by both the Parties.

3. As an exception to paragraph 2 of this Article, if a Party wishes to transmit Classified Information marked UK OFFICIAL-SENSITIVE to the other Party it may do so in clear text provided suitable cryptographic methods and means are not available, and if agreed in advance by the Originating Party.

4. In the event that Classified Information falling under this Article is converted into a non-electronic format, the requirements of Article 8 shall apply.

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 paragraphs 2, 3 and 4 of this Article.
2. 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. Such translations and reproductions shall be limited to the minimum required for an official purpose, and shall be made only by individuals who have access to Classified Information in accordance with Article 6 of this Agreement.
3. 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.
4. When no longer required, Classified Information that is protected under this Agreement 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. The Originating Party may specify, by means of a marking or other handling instructions, that non-electronic Classified Information shall be returned to the Originator when no longer required. Such information shall be returned using the same methods as set out in Article 8 of this Agreement.

ARTICLE 11

CLASSIFIED CONTRACTS

1. If a Party intends to enter into a Classified Contract involving Classified Information at the UK TOP SECRET, MUITO SECRETO, UK SECRET, SECRETO or CONFIDENCIAL levels with a Contractor in 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 12 of this Agreement, that the Contractor and its relevant personnel have been granted a FSC or PSC, as applicable, 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 involving Classified Information at the UK TOP SECRET, MUITO SECRETO, UK SECRET, SECRETO or CONFIDENCIAL levels 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. A Party shall ensure that a Classified Contract awarded to a Contractor under the jurisdiction of the other Party includes the following provisions:

- a. A reference to this Agreement, the definition of the term "Classified Information" set out in Article 1 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 and/or provided as a consequence of the Classified Contract shall be protected by the Contractor in accordance with its applicable national laws and regulations;
- c. That the Contractor shall provide Classified Information only to individuals in accordance with the requirements of Article 6 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 their NSA or CSA in writing;
- f. That, unless required by applicable national laws and regulations, the Contractor shall not disclose, or permit the disclosure of, Classified Information relating to the Classified Contract to a Third Party or make it available to the public without the prior written approval of the Originating Party;
- g. The channels to be used for the provision or transmission of Classified Information, which shall be in accordance with Article 8 and 9 of this Agreement;
- h. The procedures for the translation, reproduction and destruction of Classified Information, which shall be in accordance with Article 10 of this Agreement;
- i. That for Classified Information at the UK TOP SECRET, MUITO SECRETO, UK SECRET, SECRETO or CONFIDENCIAL levels only, the Contractor shall handle this information only in a facility that has a FSC at an appropriate security classification level;

- 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 13 of this Agreement;
 - k. A requirement that the Contractor shall notify the NSA or CSA in its jurisdiction of any actual or suspected Security Incident relating to the Classified Contract and take all reasonable measures 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;
 - m. That should a Contractor sub-contract all or part of the contract involving access to Classified Information provided or generated under this Agreement, that Contractor shall include the same provisions as set out here in the sub-contract; and
 - n. That should the Contractor decide to sub-contract all or part of the Classified Contract outside the jurisdiction of either Party, that the prior written approval of the Originating Party shall be obtained.
4. Classified Contracts shall be supported by a Programme/Project Security Instructions, or a SAL as appropriate, which sets out the security requirements and/or classified aspects of the contract.
5. The NSA or 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, and provided a copy of the Programme/Project Security Instructions or the SAL.

ARTICLE 12

SECURITY CO-OPERATION

1. The NSA and CSAs of the Party shall, where necessary and in accordance with their national laws and regulations, provide assistance and cooperation to the NSA or CSAs of the other Party in the process of issuing FSCs and PSCs.
2. When a Party, whether on behalf of itself or a Contractor, requires confirmation of an existing FSC relating to a facility of a Contractor under the jurisdiction 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 FSC or PSC from the other Party.

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. A NSA or CSA of a Party may, on providing a valid reason, request the NSA or a CSA of the other Party to undertake a review of any FSC or PSC it has issued. 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 immediately notify the NSA or CSA of the other Party.

ARTICLE 13

INTERNATIONAL VISITS

1. If a Government official of a Party is required to visit a Government facility under the jurisdiction of the other Party, and this visit will or may involve access to Classified Information at the UK TOP SECRET, MUITO SECRETO, UK SECRET, SECRETO or CONFIDENCIAL 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, MUITO SECRETO, UK SECRET, SECRETO or CONFIDENCIAL levels, the procedure set out applies:

- a. A request for visit shall be submitted by the NSA or CSA of the proposed visitor to the NSA or relevant CSA of the host facility at least 20 working days in advance of the proposed visit, or as otherwise agreed between the NSAs or CSAs. The request shall include at least the following information:
 - i. Visitor's full name, date of birth (in day/month/year format), place of birth, nationality or nationalities, and passport (or other relevant identity document) number;
 - ii. Official job title of the visitor, the name of the organisation the visitor represents and, if applicable, a description of the Classified Contract in which they are participating and which is the subject of the visit;
 - iii. Date and duration of the requested visit or visits 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;
 - iv. Purpose of the visit(s) and subject(s) to be discussed;
 - v. Name, address, telephone number and e-mail address of the point of contact of the facility to be visited;
 - vi. The anticipated security classification level of the Classified Information to be discussed or accessed;
 - vii. Confirmation of the level and date of expiry 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 6 of this Agreement applies; and

- viii. A dated 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 for visit has been authorised by the NSA or relevant CSA of the host facility.
 - c. For specific Classified Contracts, 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. of this paragraph. 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. of this paragraph may be adopted for specific Classified Contracts. Any alternative visit procedures shall be agreed by the NSAs or CSAs of both Parties in writing.
3. Visits relating solely to accessing Classified Information at the UK OFFICIAL-SENSITIVE or RESERVADO level shall be arranged directly between the visitor and the host facility to be visited without the involvement of the NSAs or CSAs.

ARTICLE 14

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 is confirmed by the Receiving Party, it shall take appropriate measures according to its applicable national laws and regulations to limit the consequences of the incident and prevent a recurrence.
3. If a Security Incident is confirmed by the Receiving Party, and Classified Information is assessed to be lost or compromised, it shall inform the Originating Party as soon as is practicable.

4. The receiving Party shall forward the outcome of any investigation that has resulted in the actual or suspected loss or compromise of Classified Information to the Originating Party.

ARTICLE 15

COSTS

Each Party shall bear its own costs incurred in the course of implementing its obligations under this Agreement.

ARTICLE 16

RESOLUTION OF DISPUTES

Any dispute or disagreement regarding the interpretation or application of this Agreement shall be settled by negotiation between the Parties, through diplomatic channels.

ARTICLE 17

FINAL PROVISIONS

1. Each Party shall notify the other Party through diplomatic channels once the national measures necessary for entry into force of this Agreement have been completed. This Agreement shall enter into force on the first day of the second month following the receipt of the later notification.

2. This Agreement may be amended with the mutual, written consent of both the Parties at any time. Agreed amendments shall enter into force in accordance with paragraph 1 of this Article.

3. The NSAs or CSAs of both the Parties may conclude implementing arrangements pursuant to this Agreement. These arrangements are subordinate to this Agreement.

4. This Agreement shall remain in force until further notice. A Party may terminate this Agreement by written notification delivered to the other Party through diplomatic channels, the termination taking effect six months after such notification is received. If this Agreement is terminated, any Classified Information already generated and/or provided under this Agreement shall be protected by the Receiving Party in accordance with this Agreement for as long as it remains classified, unless otherwise agreed by the Originating Party.

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

DONE in duplicate at London on this fifteenth day of September 2025, in the English and Portuguese languages, all texts being equally authentic.

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

For the Portuguese Republic:

YVETTE COOPER

PAULO RANGEL

E03685807

978-1-5286-6816-3