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Agreement

between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Korea on the Protection of Classified Military Information

London, 9 July 2009

[The Agreement entered into force 21 June 2010]

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

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AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE REPUBLIC OF KOREA ON THE PROTECTION OF CLASSIFIED MILITARY INFORMATION

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Korea (hereinafter referred to as "the Parties"),

Desiring to cooperate in the field of defence on the basis of mutual respect for sovereignty, independence of the two countries and non-interference in each other's internal affairs,

Wishing to ensure the protection of classified military information exchanged under this Agreement,

Have agreed as follows**:**

ARTICLE 1

Purpose

The Parties shall, in accordance with their respective national laws and regulations, ensure the protection of classified military information exchanged between them or between contractors of the Parties.

ARTICLE 2

Definitions

For the purpose of this Agreement**:**

(a) "classified military information" means any military information or materials, in any form, requiring protection from unauthorised disclosure, and which has been so marked with a security classification;

(b) "materials" means anything in which information is recorded, embodied or stored and anything from which information can be derived, regardless of its physical form or composition including, but not limited to, documents, written records, equipment, instruments, machinery, devices, models, sound records, reproductions, representations, maps, computer programs, compilations, and electronic data storage;

(c) "originating Party" means the Party which transmits classified military information;

(d) "receiving Party" means the Party to which classified military information is transmitted;

(e) "organisation" means any entity located in the country of either of the Parties which cooperates in the military field;

(f) "facilities" means the premises in which classified military information and materials are used or stored;

(g) "classification level" means the category which characterizes the level of importance of classified military information, possible damage caused by its compromise, level of restriction of access to it and level of protection afforded to it by the Parties;

(h) "security cleared" refers to the situation where an individual or facility has been administratively determined to be eligible, in accordance with the national laws and regulations of a Party, to have access to or store classified military information;

(i) "contractor" means an individual or legal entity possessing the legal capability to enter into contracts;

(j) "contract" means an agreement between two or more parties creating and defining enforceable rights and obligations between them; and

(k) "classified contract" means a contract which contains or involves classified military information.

ARTICLE 3

Authorised Bodies

1. Unless otherwise advised by a Party in writing, the authorised bodies for the Parties in each country with responsibility for this Agreement are:

(a) for the Government of the United Kingdom of Great Britain and Northern Ireland:

The Director of Defence Security
Ministry of Defence, London

(b) for the Government of the Republic of Korea:

Director of Force Development and Security
Ministry of National Defense, Seoul

2. Where appropriate, the authorised bodies shall inform each other of any subordinate bodies responsible for undertaking any specific implementation aspects of this Agreement**.**

ARTICLE 4

Marking of Classified Military Information

1. Before transmission to the receiving Party, the originating Party shall assign all classified military information with an appropriate classification level as defined in paragraph 2 of this Article.

2. The receiving Party shall ensure that the classified military information and anything incorporating classified military information is marked with its equivalent national classification level. The Parties' corresponding classification levels for classified military information shall be as follows:

English	**Korean**
UK SECRET	**II-KUP BI MIL** **(霥□T韣㉦)**
UK CONFIDENTIAL	**III-KUP BI MIL** **(霥□Y韣㉦)**
UK RESTRICTED	**DAE WOI BI** **(霥□鯢㚘㉥)**

3. The originating Party shall promptly notify the receiving Party, in writing, of any change in the classification level of classified military information, and the receiving Party shall alter the classification level accordingly upon the originating Party's notification.

4. The receiving Party shall not in any way alter the classification level assigned by the originating Party without the prior written consent of the originating Party.

5. The Party generating any documents containing classified military information provided by the other Party shall ensure that the documents are marked as documents containing classified military information provided by the other Party.

ARTICLE 5

Protection and Use of Classified Military Information

1. The Parties shall apply the following rules for the protection and use of classified military information:

(a) the originating Party may specify in writing any limitations on the use of classified military information by the receiving Party;

(b) the receiving Party shall comply with any limitations on the use, disclosure, release of and access to classified military information specified by the originating Party;

(c) the receiving Party shall provide classified military information received from the originating Party a degree of protection to the standard no less than that given to the receiving Party's own classified military information of corresponding classification level;

(d) the receiving Party shall not use classified military information for any purpose other than that for which it is provided without the prior written consent of the originating Party;

(e) the receiving Party shall not disclose, release or provide access to classified military information or anything incorporating the classified military information to any third party, including any third country government, any national of a third country, any contractor or organisation without the prior written consent of the originating Party;

(f) within the scope of its national laws and regulations, the receiving Party shall take all steps available to it to keep classified military information transmitted to it by the originating Party confidential and free from disclosure under any applicable laws and regulations. If there is any request to declassify or disclose any classified military information transmitted under the provisions of this Agreement, the receiving Party shall immediately notify the originating Party. The expectation is that, within the scope of its national laws and regulations, no classified military information shall be released in response to any request without the originating Party's express written consent; and

(g) the Parties shall maintain accountability and control procedures to manage the dissemination of and access to classified military information.

2. When any classified military information is no longer required for the purpose for which it was provided, the receiving Party shall either:

(a) return the classified military information to the originating Party; or

(b) destroy the classified military information in accordance with its national laws and regulations.

3. If necessary, the Parties shall jointly establish additional requirements for the protection of classified military information.

ARTICLE 6

Access to the Classified Military Information

Access to classified military information which has been transmitted or exchanged pursuant to this Agreement shall be permitted only to those persons of a Party who:

(a) are nationals of either country, unless the originating Party has given its prior written consent otherwise; and

(b) require access to the classified military information for the performance of their official duties; and

(c) have been security cleared to the appropriate classification level.

ARTICLE 7

Transmission of Classified Military Information

1. Transmission of classified military information shall be in accordance with the national laws, regulations and procedures of the originating Party. The normal method for transmitting classified military information at the UK CONFIDENTIAL/III-KUP BI MIL (ñ□Y □) levels and above shall be via diplomatic government-to-government channels. However, in cases of urgency the Parties may mutually approve other methods for the transmission of classified military information.

2. Classified military information at the UK RESTRICTED/DAE WOI BI (□□) levels shall be transmitted in accordance with the national laws, regulations and procedures of the originating Party.

3. If required, the originating Party may include a receipt with the classified military information so that the receiving Party may acknowledge receipt of the classified military information.

ARTICLE 8

Protection of Intellectual Property Rights

Nothing in this Agreement shall be taken as an authority for, or govern, the release, use, exchange or disclosure of information in which intellectual property rights exist, unless the specific written authorisation of the owner of these rights has first been obtained, whether the owner is one of the Parties or a third party.

ARTICLE 9

Exchange of Security Standards

Each Party shall provide the other Party with information about its security standards, procedures and practices for the protection of classified military information. Each Party shall also inform the other Party in writing of any changes to its security standards, procedures, and practices that affect the manner in which classified military information received from the other Party is protected.

ARTICLE 10

Compliance and Security Inspection

1. Each Party shall ensure that organisations handling classified military information protect such information in accordance with the provisions of this Agreement.

2. In order to protect classified military information, each Party shall ensure that necessary security inspections are carried out and appropriate security regulations and procedures are complied with.

ARTICLE 11

General Principles of Visits

1. Visits by personnel of a Party requiring access to classified military information held by the other Party or access to restricted areas or facilities of the other Party shall be undertaken only with the prior approval of the host Party.

2. Requests for visits shall be submitted through diplomatic or military channels to the authorised body of the host Party in accordance with procedures mutually determined by the authorised bodies. Unless otherwise mutually determined, such

requests shall reach the authorised body of the host Party not less than three (3) weeks before the date of the requested visits.

3. Requests for visits shall contain at least the following information:

(a) the name, date, place of birth, nationality, and passport number of the visitor;

(b) the official title of the visitor and the name of the organisation represented by the visitor;

(c) a certification of the level to which the visitor has been security cleared by his/her authorised security body;

(d) the planned date and time of the visit;

(e) the names of the organisations or facilities to be visited;

(f) the names of the persons in the host organisations or facilities to be visited; and

(g) the purpose of the visit.

4. A Party may request a visit approval from the other Party for intermittent recurring visits to a specified organisation or facility of that other Party, for a period not exceeding twelve (12) months. When it is expected that a particular visit may not be completed within the approved period or that an extension of the period for intermittent recurring visits is required, the Party of the visitor shall submit a new request for visit approval not less than three (3) weeks prior to the expiration of the current visit approval period.

5. A Party may decline to give permission for a visit by personnel of the other Party.

ARTICLE 12

Visits by Security Personnel

1. In order to achieve and maintain comparable standards and procedures of security for the protection of classified military information, each Party may permit authorised security personnel of the other Party to visit organisations, facilities and restricted areas where classified military information is stored, when mutually convenient and in accordance with the procedures set out in Article 11.

2. Each Party shall assist the authorised security personnel of the other Party in the exercise of their functions under paragraph 1 of this Article.

ARTICLE 13

Contracts

1. When a Party is proposing to place, or authorising a contractor in its country to place, a contract involving classified military information at the UK CONFIDENTIAL/SECRET or Korean III-KUP BI MIL / II-KUP BI MIL (ñアンベデY □゙ ñアンベデT □゚) levels with a contractor in the other country, the originating Party shall obtain prior assurance from the authorised body of the other Party that the proposed contractor is security cleared to the appropriate level and also has suitable security safeguards to provide adequate protection for classified military information. Such an assurance shall carry a responsibility on the part of that other Party to ensure that the security conduct of the cleared contractor shall be in accordance with national security rules and regulations and monitored by the authorised body of that other Party.

2. The authorised body shall ensure that contractors that receive contracts placed as a consequence of these pre-contract enquiries are aware of the following provisions:

(a) the definition of the term "classified military information" and of the equivalent levels of security classification of the two Parties in accordance with the provisions of this Agreement;

(b) the names of the contracting authority of each of the two Parties empowered to authorise the release and to co-ordinate the safeguarding of classified military information related to the contract;

(c) the channels to be used for the transfer of the classified military information between the contracting authorities and/or contractors involved;

(d) the procedures and mechanisms for communicating the changes that may arise in respect of classified military information either because of changes in its security classification or because protection is no longer necessary;

(e) the procedures for the approval of visits, access or inspection by personnel of one Party to contractors of the other Party which are covered by the contract;

(f) an obligation that the contractor shall disclose the classified military information only to persons who have previously been security cleared

for access, who need to know, and are employed on, or engaged in the carrying out of the contract;

(g) an obligation that the contractor shall not disclose the classified military information or permit it to be disclosed to any person not expressly cleared by its authorised body to have such access; and

(h) an obligation that the contractor shall immediately notify its authorised body of any actual or suspected loss, leak or compromise of the classified military information exchanged or generated under the contract.

3. The authorised body of the originating Party shall provide two copies of the relevant parts of the classified contract to the authorised body of the receiving Party, to allow adequate security monitoring.

4. Each contract shall contain guidance on the security requirements and on the classification of each aspect/element of the contract. In the United Kingdom the guidance shall be contained in specific security clauses and in a Security Aspects Letter (SAL). In the Republic of Korea this guidance shall be set out in the "Special Clause on the Protection of Classified Information" under the 'Defense Industry Security Regulation'. The guidance shall identify each classified aspect of the contract, or any classified aspect, which is to be generated by the contract, and allocate to it a specific security classification. Changes in the requirements or to the aspects/elements of the contract shall be notified to the contractor and its authorised body as and when necessary and the originating Party shall notify the contractor and its authorised body when all the information has been declassified.

ARTICLE 14

Security Assurances

1. Each authorised body shall notify the security status of a facility in its country when so requested by the other authorised body. Each authorised body shall also notify the security clearance status of one of its nationals when so requested. These notifications shall be known as Facility Security Clearance (FSC) and Personnel Security Clearance (PSC) assurances respectively. An FSC or PSC is not required for access to classified military information at the UK RESTRICTED and Republic of Korea DAE WOI BI (ñ[illegible]) levels.

2. When requested, the authorised body shall establish the security clearance status of a facility/individual which is the subject of an enquiry and forward an FSC/PSC assurance if the facility/individual is already cleared. If the facility/individual does not have a security clearance, or if the clearance is at a lower security level than that which has been requested, notification shall be sent

that the FSC/PSC assurance cannot be issued immediately, but that action is being taken to process the request.

3. A facility which is deemed by the authorised body in the country in which it is registered, to be under the ownership, control or influence of a third country whose aims are not compatible with those of the host Party is not eligible for an FSC assurance and the requesting authorised body shall be notified.

4. If either authorised body learns of any unfavourable information about an individual for whom a PSC assurance has been issued, it shall notify the other authorised body of the nature of the information and the action it intends to take, or has taken. Either authorised body may request a review of any PSC assurance which had been furnished earlier by the other authorised body, provided that the request is accompanied by a reason. The requesting authorised body shall be notified of the results of the review and any subsequent action.

5. If a Party becomes aware of information that raises doubts about the suitability of a cleared facility to continue to have access to classified military information of the other Party, the details of this information shall be promptly notified to the appropriate authorised body to allow an investigation to be carried out.

6. If either authorised body suspends or takes action to revoke a PSC, or suspends or takes action to revoke access, which is granted to a national of the other country based upon a security clearance, the other Party shall be notified and given the reasons for such an action.

7. Each authorised body may request the other to review any FSC assurance, provided that its request is accompanied by the reasons for seeking the review. Following the review, the requesting authorised body shall be notified of the results and shall be provided with facts supporting any decisions taken.

8. If required by the other Party, each authorised body shall co-operate in reviews and investigations concerning security clearances.

ARTICLE 15

Loss or Disclosure of Classified Military Information

1. In case classified military information provided by the originating Party is lost or disclosed while in the possession of the receiving Party, the receiving Party shall immediately inform the originating Party. The receiving Party shall immediately investigate the circumstances of such loss or disclosure and shall promptly inform the originating Party of the findings of the investigation and corrective actions taken or to be taken.

2. The receiving Party, if necessary, may request the assistance of the originating Party either to send specialists on classified military information or request other assistance, in particular to assess the damage caused by the loss or disclosure, which the originating Party can provide in connection with specific investigations. Such requests shall be favourably considered.

ARTICLE 16

Costs

Each Party shall be responsible for its own costs incurred in implementing this Agreement. However, each Party shall be free to consult the other Party as regards any respective sharing of costs when considered appropriate.

ARTICLE 17

Exception

This Agreement does not cover the exchange of nuclear, biological or chemical (NBC) information relating to equipment generally referred to as "Weapons of Mass Destruction (WMD)".

ARTICLE 18

Settlement of Disputes

Any dispute arising from the interpretation or application of this Agreement shall be settled by consultation between the Parties and shall not be referred to any third party for settlement.

ARTICLE 19

Entry into Force, Review, Amendment, Duration and Termination

1. This Agreement shall enter into force on the date of the last notification that all legal requirements for its entry into force have been fulfilled.

2. This Agreement shall continue in force for an indefinite period. Either Party may terminate this Agreement by notifying the other Party, in writing through diplomatic channels, of its intention to terminate this Agreement. This Agreement shall be terminated six (6) months after the date of such notification.

3. This Agreement shall be reviewed at the request of either Party and shall only be amended by mutual written consent of the Parties.

4. The existing responsibilities and obligations related to the protection and use of classified military information shall continue to apply notwithstanding the termination of this Agreement.

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

Done in duplicate at London, on 9 July, 2009, in the English and Korean languages, both texts being equally authentic.

For The Government Of The United Kingdom Of Great Britain And Northern Ireland:	For The Government Of The Republic Of Korea:
BILL RAMMELL	**CHUN YUNG-WOO**

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