

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE MINISTER OF DEFENCE
OF THE KINGDOM OF THE NETHERLANDS**

AND

**THE NATIONAL SECURITY AUTHORITY OF
THE REPUBLIC OF ITALY**

CONCERNING

GENERAL SECURITY ARRANGEMENTS

FOR

**THE PROTECTION OF
CLASSIFIED INFORMATION**

PREAMBLE

The Minister of Defence of the Kingdom of the Netherlands

and

The National Security Authority of the Republic of Italy,

hereafter called the Parties, in order to safeguard the Classified Information exchanged directly or through other administrative entities or private organizations (such as industries, research centers, assistance and/or service facilities, etc.) who deal with classified information, have come to the following arrangement:

1. APPLICABILITY

1.1 This MOU applies to classified information exchanged between the Parties.

1.2 The Annexes A and B are an integral part of this MOU.

2. MUTUAL SECURITY PROTECTION

2.1 In accordance with their national laws, regulations and practices, both Parties shall take appropriate measures in order to protect classified information as defined in Annex A (a), which is developed, produced, transmitted, received, handled or stored as a result of any agreement or relations between the Parties. The Parties will ensure that classified information received under this MOU will be granted the same degree of security protection as is provided to their own classified information of the equivalent classification, as defined in paragraph 4 of this MOU.

2.2 In accordance with their national laws, regulations and practices, proprietary rights, patents, trade secrets, copyright and similar rights relating to classified information exchanged between the Parties or produced or developed on behalf of the receiving Party will be respected and protected as requested by the proprietary Party.

2.3 Access to classified information shall be confined to those who by reason of their functions or employment have a need to know, as defined in Annex A (h), and to whom security clearance, as defined in Annex A (f), has been granted.

2.4 Each Party shall supervise the observance of security laws, regulations and practices at the agencies, offices and facilities within its competence that developes, produces, transmits, handles and stores classified information of the other Party by means of, inter alia, review visits.

3. DISCLOSURE OF INFORMATION

The parties shall not disclose classified information under this MOU to third parties or nationals of third countries without prior written consent of the originating Party. They will use the received classified information for the specified purpose only.

4. SECURITY CLASSIFICATIONS

4.1 The information to be protected shall be classified in one of the following security classification categories and marked accordingly.

ITALY	equivalent	THE NETHERLANDS
SEGRETO		Stg.GEHEIM
RISERVATISSIMO		Stg.CONFIDENTIEEL
RISERVATO		(No Equivalent)

4.2 The recipient Party shall neither use for received classified information a lower security classification marking nor declassify that information without the prior written consent of the originating Party. The originating Party will inform the recipient Party of any change in security classification.

5. MISCELLANEOUS

5.1 Each Party shall appoint and make known to the other Party a duly authorized security authority, hereafter called the competent security authority as named in para. 10 of this MOU.

5.2 Both competent security authorities, each one within the competence of its own state, shall prepare and distribute security instructions and procedures for the protection of classified information which will be specified in any agreement or any relations between the Parties.

- 5.3 Each Party, through its competent security authority, will do its utmost to ensure that the provisions of this MOU will be respected by all government entities or private organizations as well as individuals involved and in respect of all relevant classified information.
- 5.4 In order to be able to compare and maintain security standards at any time, each competent security authority shall furnish the other, upon request, information concerning its security organization and procedures and shall do its best efforts to facilitate joint visits in both countries by certified officials.

6. VISITS

- 6.1 Visits to premises where classified information is developed, produced, transmitted, received, handled or stored, will only be granted by one Party to visitors from the country of the other Party if prior written permission from the competent security authority of the receiving Party has been obtained.
Such permission will only be granted to persons who have been security cleared and have need to know.
- 6.2 The competent security authority of the sending Party shall notify the competent security authority of the receiving Party of the expected visitors in accordance with the national rules and regulations of the receiving Party.

7. CONTRACTS

- 7.1 The purchasing authority of one country wishing to place a classified contract with a contractor in the country of the other Party, or wishing to authorize one of its own contractors to place a classified contract in the country of the other Party, or wishing to collaborate with a contractor in the country of the other Party within a classified project, will obtain from the competent security authority of the other Party a prior written assurance that the proposed contractor holds a security clearance of appropriate level and has handling and storage capability for classified information of the same level.

8. COMMUNICATION AND TRANSMISSION

- 8.1 All classified information shall be normally physically exchanged between the Parties through the diplomatic service available.
- 8.2 Exchange of classified information may also take place through representatives officially appointed by the competent security authorities of both Parties.

8.3 The exchange of large items or quantities of classified information will be arranged case by case.

8.4 Other approved means of exchange may be used if agreed by the Parties.

9. BREACHES OF SECURITY

9.1 In the event of a security breach, as defined in Annex A (d), of information classified Stg.CONFIDENTIEEL or RISERVATISSIMO or above, that results in a security compromise, as defined in Annex A (e), the competent security authority in whose country the breach occurs will inform the competent security authority of the Party as soon as possible and will carry out the appropriate investigations.

9.2 The other Party will cooperate in the investigation, if required. In any event, the other Party will be informed of the results of the investigation and will receive a statement consisting of the reasons and the extent of the security breach.

10. SECURITY AUTHORITIES

The competent security authorities responsible for the implementation and supervision of all aspects of this MOU are:

In Italy:
Presidency of the Council of Ministers
The National Security Authority
Central Security Office
Rome, Italy

In the Netherlands:
Ministry of Defence
Military Intelligence Service
Industrial Security Office
The Hague, The Netherlands

11. EXPENSES

Expenses incurred by either Party with respect to the present MOU, in particular concerning the implementation of the security measures will not be subject to reimbursement between the Parties.

12. SIGNATURE, EXPIRATION AND WITHDRAWAL

- 12.1 This MOU may not be invoked by either Party to obtain classified information which the other Party has received from a third party.
- 12.2 This MOU will enter into force after signature and will remain in force for an indefinite period. The Party wishing to review the MOU for wishing to withdraw from this MOU will notify in writing the other Party of its intention six (6) months in advance. The MOU will cease to be in force six (6) months after such notification.
- 12.3 This MOU may be amended by either Party. Amendments will be proposed in writing and will enter into force after the written consent of both Parties.
- 12.4 In case of termination, Parties will return, as far as possible, all classified information exchanged between the Parties under this MOU. If the return of classified information is not possible, Parties will continue to protect the information in accordance with the measures prescribed in this MOU.
- 12.5 This MOU, which does not create any rights or obligations under international law, has been drawn up in two originals in the English language.

**FOR THE MINISTER OF
DEFENCE OF THE KINGDOM
OF THE NETHERLANDS**

**THE NATIONAL SECURITY
AUTHORITY OF THE
REPUBLIC OF ITALY**

CDRE P.C. KOK

DOTT. UMBERTO PIERANTONI

Name _____


Name _____

19 SEPTEMBER 1994

11 NOVEMBER 1984

Date _____

Date _____

Signature  _____

Signature  _____

ANNEX A

DEFINITIONS

a) **Classified Information**

The words "classified information" mean any classified item, be it an oral communication of classified contents or the electrical or electronic transmission of a classified message or be it "material" as defined b) below;

b) **Classified Material**

The word "material" includes "document" as defined in c) below and also any item of machinery or equipment or weapons either manufactured or in the process of manufacture;

c) **Classified Document**

The word "document" means any letter, note, minute, report, memorandum, signal/message, sketch, photograph, film, map, chart, plan, notebook, stencil, carbon, typewritten ribbon, etc. or any form of recorded information (e.g. tape recording, magnetic recording, punched card, tape, diskette, etc.).

d) **Breach of Security**

A Breach of Security is an act or an omission contrary to national general or local security regulations, the result of which may endanger or is subject to compromise of classified information.

e) **Security Compromise**

Classified information is compromised when knowledge of it has, in whole or in part, passed to unauthorized persons i.e. individuals without appropriate security clearance or authority to have such access, or when it has been subject to risk of such passing.

f) **Security Clearance**

The security clearance of a person and/or entity is the positive determination following an investigative procedure to ascertain the capability of that person or entity to have access and handle classified information according to the respective national security regulations.

g) **Security Assurance**

A statement issued by the competent security authority declaring that classified information at RISERVATO level will be protected physicaly at the level of RISERVATIS-SIMO/Stg.CONFIDENTIEEL.

h) **Need to know Principle**

This term means that access to classified information may only be granted if the person requiring it has a verified need to know in connection with his/her official duties within the framework of the purpose for which the information was released to the receiving Party.

ANNEX B

VISITS BY PERSONNEL OF ONE PARTY TO ESTABLISHMENTS FACILITIES, PLANTS, COMPANIES, ETC. OF THE OTHER PARTY

1. Visits to establishments, facilities, etc. where classified activities are carried out shall be allowed by one Party only to visitors from the other Party who:
 - a) have an adequate security clearance issued by the competent security authority of the dispatching Party;
 - b) have been authorized by the competent security authority of the receiving Party to carry out the visit or visits required.
2. The visits will be made according to the procedures as internationally agreed by the Parties.