

SECURITY AGREEMENT
CONCERNING
GENERAL SECURITY ARRANGEMENTS
for
the Protection of Classified Information

The respective Authorities of the responsible administrations of the Kingdom of Norway (1) and the Republic of Italy (2), 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 agreed on the following arrangement:

1 - Definitions

The following key terms used in this arrangement are defined in Annex A:

- a. Classified Information;
- b. Classified Document;
- c. Security Classification;
- d. Security Violation;
- e. Security Compromise;
- f. Need to Know Principle;
- g. Security Clearance.

2 - Applicability

- 2.1 This arrangement shall be an integral part of every agreement between the Parties relating to matters involving transmission or exchange of classified information.
- 2.2 This arrangement shall also apply to any negotiations or contracts between the Parties, whether or not agreements are signed as a result of such negotiations or contracts, when information that one or both of the Parties consider classified, is transmitted.
- 2.3 The Annexes and the notes to this arrangement, Annex A and Annex B and note 1 - 8, are an integral part of this arrangement.

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- (1) The term "administration" as used in this document in respect of the Kingdom of Norway refers to the Ministry of Defence acting within the scope of its authority and responsibilities.
 - (2) The term "administration" as used in this document for the Italian Republic refers to the Presidency of the Council of Defence acting within the scope of its authority and responsibilities.

3 - Mutual Security protection

- 3.1 In accordance with their national laws, regulations and practices, both Parties shall take appropriate measures in order to protect classified information, which is transmitted, received, produced, or developed as a result of any agreement or relations between the Parties. The Parties will accord to all of the transmitted, received, produced or developed classified information the same degree of security protection as is provided to their own classified information of the equivalent classification, as defined in Annex A (c) and paragraph 5 of this arrangement.
- 3.2 In accordance with their national laws, regulations and practices, proprietary rights, patents, trade secrets, copyright and similar rights relating to classified information transmitted between the parties or produced or developed on behalf of the other Party will be respected and protected as requested by the proprietary Party.
- 3.3 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 (f), and to whom security clearance, as defined in Annex A (g), has been granted.
- 3.4 Each Party shall supervise the observance of security laws, regulations and practices at the agencies, offices and facilities within its jurisdiction that possess, develop, produce and/or use classified information of the other Party by means of, inter alia, review visits.

4 - Disclosure of Information

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

5 - Security Classifications

- 5.1 The information to be protected shall be classified in one of the following security classification categories and marked accordingly, based on the definitions in Annex A (c) of this arrangement.

ITALY	equivalent	NORWAY
SEGRETISSIMO		STRENGT HEMMELIG
SEGRETO		HEMMELIG
RISERVATISSIMO		KONFIDENSIELT
RISERVATO		BEGRENSET

- 5.2 The recipient Party and/or their entities shall neither use for a 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.

5.3 The recipient Party shall mark the received classified information with its own equivalent security classification marking. The translations and/or reproductions shall be marked with the same security classification marking as the original.

6 - Miscellaneous

6.1 Each Party shall appoint and make known to the other Party a duly authorized security authority, hereafter called the competent security authority, which shall supervise the implementation of any agreement, as defined in para 2.1 of this arrangement, concerning all aspects of security. The competent security authority of each Party is named in para 11 of this arrangement.

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

6.3 Each Party undertakes to ensure that the provision of this arrangement will be binding upon and duly observed by the competent security authority, by all government entities or private organizations as well as individuals involved and in respect of all relevant classified information.

6.4 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 to its best efforts to facilitate joint visits in both countries by certified officials.

7 - Visits

7.1 Visits aimed at exchanging classified information to premises where classified information is developed, handled or stored, or where classified projects are carried out, 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.

7.2 The competent security authority of the sending Party shall notify the competent security authority of the receiving Party of the expected visitors at least four (4) weeks prior to the planned visit in compliance with the procedure defined in Annex B to this agreement.

8 - Contracts

- 8.1 The competent security 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. For restricted level a security assurance, as defined at Annex A, will be provided.
- 8.2 Every contract between government entities and/or private organizations (such as industries, research centers, assistance and/or service facilities, etc.) shall contain an appropriate security section and a security classification list.
- 8.3 The competent security authority in whose country the work is to be performed shall assume responsibility for prescribing and administering security measures for the contract under the same standards and requirements which govern the protection of its own classified contracts.
- 8.4 Sub-contractors interested in classified sub-contracts shall be submitted in advance by the contractor to the competent security authority for approval. The proposal shall contain a clause imposing to the proposed sub-contractor security obligations according to national regulations.
- 8.5 Two (2) copies of the security section of any classified contract shall be forwarded to the competent security authority in whose country the work is to be performed.

9 - Communication and transmission

- 9.1 All classified information shall be normally physically transmitted between the countries through the diplomatic service available.
- 9.2 Exchange of classified information and/or material shall also take place through representatives officially appointed by the authorities in both countries. Such authorization may when needed be given to representatives of industrial undertaking engaged in specific projects.
- 9.3 The delivery of large items or quantities of classified information will be arranged case by case.
- 9.4 Other approved means of transmission may be used if agreed by the Parties.

10- Security Violations

In the event of a security violation, as defined in Annex A (d) of information classified CONFIDENTIAL and/or above that results in a security compromise, as defined in Annex A (e) originated by or received from the other Party or of common interests, the competent security authority in whose country the accident occurs shall inform the competent security authority of the other country as soon as possible and carry out the appropriate investigation. The other Party shall cooperate in the investigation, if required. In any event, the other Party shall be informed of the results of the investigation and shall receive a statement as to the reasons and extent of the security violation.

11- Security Authorities

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

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

In Norway: Headquarters Defence Command Norway
 Security Staff
 Oslo Mil/Huseby
 N-0016 OSLO
 NORWAY

12- Expenses

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

13- Signature Expiration and Withdrawal

13.1 This arrangement may not be invoked by either Party to obtain classified information which the other Party has received from a third party.

13.2 This arrangement shall be effective from the day of signature and shall remain in force for an indefinite period. The Party wishing to review the arrangement or withdraw from it, shall notify the other Party of its intention six (6) months in advance. The arrangement ceases to be in force six (6) months after such notification.

13.3 This arrangement may be amended by a written document duly signed by the Parties. When duly authorized by the Parties the arrangement may also be amended by written document written and signed by representatives of the competent security authorities.

13.4 In the event of termination, classified items and/or information transmitted under the terms of this arrangement shall continue to be treated and protected in accordance with the provisions laid down herein.

13.5 This arrangement was made in English language.

Date 6-1-94

Tommy Thorsen

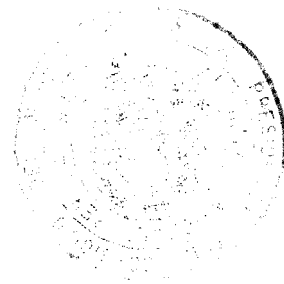
Signature



Date 18.2.94

Julius Thorsen

Signature



Definitionsa) 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;

Classified Document

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

d) Security Classifications and Use

Italy	Norway	to be applied to information the unauthorized disclosure of which would be for the interests of the state:
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SEGRETISSIMO - STRENGT HEMMELIG (Top Secret)	
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- of exceptionally grave damage

SEGRETO - HEMMELIG (Secret)	
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- of serious damage

RISERVATISSIMO - KONFIDENSIELT (Confidential)	
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- prejudicial

RISERVATO - BEGRENSET (Restricted)	
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- undesirable

e) 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 subject to compromise classified information.

f) 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.

g) 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.

h) Security Assurance

A statement issued by the competent security authority declaring that classified information at restricted level will be protected according to their national regulations.

i) 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 in frame of the purpose for which the information was released to the receiving Party.

ANNEX B

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

1. Visits aimed at exchanging classified information to establishments, facilities, etc. where classified activities are carried out or where classified information is stored, 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 or other responsible government authority of the Country sending them;
 - b) have been authorized by the competent security authority or other responsible government authority of the country to be visited, to carry out the visit or visits required.
2. The visits will be made according to the procedures outlined in MISWG Doc no 7 as reflected in national security regulations.