

GENERAL SECURITY AGREEMENT
between
ISRAEL and ITALY

This document consists
of n. 14 pages all reverse
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Roma, 5 th October 1987

GENERAL AGREEMENT

SECURITY AGREEMENT

In order to safeguard the security of "Classified Matters" that will be exchanged between the responsible Administrations of the State of Israel (see note 1) and of the Italian Republic (see note 2), hereafter called the Parties, the respective authorities have agreed as follows:

Article 1

Definitions

1. The term "classified matters" means any kind of information, documents, equipment and material of any type which, in the interest of one or both of the Parties, is subject to a security classification as defined in Article 4, irrespective of whether such "classified matters" are transmitted orally, electronically or in writing or through the handing over of material.

Article 2

- 2.1 This Security Agreement shall be deemed an integral part of every agreement to be made in the future between the Parties relating to the "classified matters" as will be defined by the Parties.
- 2.2 The Security Agreement shall also apply to any negotiations or contacts between the Parties, whether or not agreements are signed as a result of such negotiations and contacts.

Article 3

Mutual security protection

- 3.1 In accordance with their national laws, regulations and practices, both Parties will take

NOTE:

- 1 - The term "Administration" as used in this document for the State of Israel refers to the Ministry of Defense.
- 2 - The term "Administration" as used in this document for the Italian Republic refers to the Presidency of the Council of the Ministers - National Authority for Security and, within the limits of their responsibility, to the Ministry of Defense.



appropriate measures in order to protect classified matters, which are transmitted, produced or developed as a result of any agreement or relations between the Parties.

The Parties will afford to all of the received, produced or developed classified matters the same degree of security protection as is provided to their own classified matters of equivalent classification.

- 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 two Parties or produced or developed on behalf of the other Party will be respected and protected as requested by the proprietary Party.
- 3.3 The Parties will not disclose classified matters under this agreement to third parties or nationals of third countries without the prior consent of the originating Party and they will use these classified matters for the specified purpose only.
- 3.4 Access to classified matter will be confined to those who have by reason of their functions or employment a need to know and who have been security cleared and authorized.
- 3.5 Each party to this agreement will supervise the observance of security laws, regulations and practices at the Agencies, Offices and Facilities within its jurisdiction that possess, develop and/or produce classified information of the other Party by means of inspection visits also.

Article 4

Security gradings

- 4.1 Classified matters will be classified in one of the security classification categories:

ISRAEL	ITALY
TOP SECRET	SEGRETISSIMO
SECRET	SEGRETO
CONFIDENTIAL	RISERVATISSIMO
No equivalent	RISERVATO
(see 4.4 below and footnote 3)	

NOTE:

- 3 - Italian documents and/or material bearing classification "RISERVATO" shall not be marked with any Israeli security classification marking but shall be marked or stamped "ITALIAN RESTRICTED".



4.2 Use of security classifications

TOP SECRET/SEGRETISSIMO. This security classification will be applied only to information the unauthorized disclosure of which would result in exceptionally grave damage to the interests of one or both of the Parties.

SECRET/SEGRETO. This security classification will be applied only to information the unauthorized disclosure of which would result in serious damage to the interests of one or both of the Parties.

CONFIDENTIAL/RISERVATISSIMO. This security classification will be applied to information the unauthorized disclosure of which would be prejudicial to the interests of one or both of the Parties.

ITALIAN RESTRICTED/RISERVATO. This security classification will be applied to information the unauthorized disclosure of which would be undesirable to the interests of the Government of the Italian Republic (see footnote 4).

- 4.3 The recipient authority may not use any lower security grading without the consent of the originator and will afford to all classified matters the same degree of security protection as is provided to classified matters of its own equivalent classification.
The originating Party will inform the recipient Party of any change in classification.
- 4.4 The recipient Authority will mark classified documents on receipt with its own equivalent security classification (see footnote 4).
- 4.5 The recipient Authority will also mark all reproductions or translations with the same classification as the original.

NOTE:

- 4 - Documents marked "RISERVATO" or "ITALIAN RESTRICTED" shall be stored in locked containers affording the appropriate protection or closed spaces or areas that will prevent access by unauthorized personnel. "RISERVATO" or "ITALIAN RESTRICTED" documents shall be handled in a manner that will preclude open publication, access or use for other than official Government purposes of Israel or of Italy. Documents and material containing "RISERVATO" information shall be released only to contractors and individuals that have been cleared to the level of CONFIDENTIAL and that have a need to know for the information in the course of official business. The transmission of "RISERVATO" or "ITALIAN RESTRICTED" documents shall be done in two secure covers, the inner marked "ITALIAN RESTRICTED", by insured mail or by one of the official systems of transmission for classified information. Unclassified Israeli documents originated by Israeli agencies, offices or contractors containing Italian information classified "RISERVATO" shall bear on the cover and on the inner pages the marking "ITALIAN RESTRICTED" and shall be handled and stored as specified above for the documents and material classified "RISERVATO". "RISERVATO" information transmitted by electrical, electronic, radio, etc. means shall be enciphered.

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Article 5

Visits

- 5.1 Access to classified matters and to premises where classified projects are carried out will only be granted by one of the Parties to visitors from the Country of the other Party if previous permission from the competent Security Authorities of the host Country's Party has been obtained.
Such permission will only be granted to persons who have been security cleared and have need to know.
- 5.2 The competent Security Authority of the originating Country shall notify the competent Security Authority of the host Country of expected visitors at least four weeks prior to the planned visit via:
- the Military Attachés of Israel accredited in Italy for the visits requested by Israel;
 - the Military Attachés of Italy accredited in Israel for the visits requested by Italy.
- In case of special need a security authorization of the visit will be granted as soon as possible. In the notification the visitor's surname, first name, place and date of birth, nationality, passport or identity card number, his security clearance, the office to be visited as well as object, purpose and date and duration of the visit are to be given.
- 5.3 Upon approval of the competent Security Authority the visiting permission can be granted for a specific period of time, as necessary for a specific project. Multiple visiting permission will be granted for a period not exceeding 12 months.

Article 6

Mutual provisions

- 6.1 Each Party will nominate a duly authorized Security Agency that will supervise the implementation of any agreement as of above point 2.1 in all respects.
- 6.2 Both Parties' Security Authorities, each within the jurisdiction of its own State, will prepare and distribute Security instructions and procedures for the protection of the "classified matters" which will be specified in any agreement or any kind of relations between the Parties.
- 6.3 Each Party agrees and undertakes that the provisions of this agreement will be binding upon and duly observed by all of the respective appropriate security authorities for all of the matters of interest.

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6.4 In order to be able to compare and maintain security standards at any time, each Security Authority will furnish the other, upon request, information concerning its security organization and procedures and will do its best efforts to facilitate joint visits in both countries by certified security officials.

Article 7

Contracts

- 7.1 The competent Authority of either Country wishing to place a classified contract with a contractor in the other Country or wishing to authorize one of its own contractors to place a classified contract or collaborate with a contractor in the other Country within a classified project, will obtain a prior assurance from the Security Authority of the other Country that the proposed contractor is security cleared to the appropriate level and has storage capability for classified information of the same level.
- 7.2 Every contract between the Parties will contain a security clause and a classification guidance.
- 7.3 The competent Security Authority of the Country in which the work is to be performed will assume responsibility for prescribing and administering security measures for the contract under the same standards and requirements as govern the protection of their own classified contracts.
- 7.4 Two copies of any classified contract or sub-contract will be forwarded to the competent Security Authority of the Country in which the work is to be performed.
- 7.5 Sub-contractors will be submitted in advance by the contractor to the competent Security Authority for approval. The proposal will contain a clause imposing to the proposed sub-contractor security obligations corresponding to those imposed to the contractor.

Article 8

Transmittal of classified matters from Country to Country and communication

- 8.1 Classified matters will be transmitted from Country to Country through the diplomatic courier service via:
- the Military Attachés of Israel accredited in Italy for the matters sent by Israel;
 - the Military Attachés of Italy accredited in Israel for the matters sent by Italy.
- Personal courier or other approved means of transmission may be used if agreed by the Parties.

8.2 Messages containing classified information transmitted by electrical, electronic, radio, etc. means must be encyphered.

Article 9

Loss, compromise and contraventions

9.1 In the event of misadventure and/or incident to any classified matter, the Security Authority of the originating Country will be informed forthwith and an investigation will be carried out accordingly.

The other party will be informed of the results of the above investigation.

Article 10

Miscellaneous

10.1 The Agreement will come into operation on the day it is signed and will be in force and effect for an indefinite period.

10.2 A Party who wishes to review and/or renounce this Agreement shall notify the other Party of its intention to discuss any change or renouncement six months in advance.

10.3 This Agreement may be amended only by a written document duly signed by the Parties through their authorized representatives.

10.4 In the event of termination, classified information communicated under the terms of this Agreement will continue to be treated in accordance with the provisions laid down herein.

10.5 This Security Agreement was made in two originals in English.

Article 11

11.1 Competent Security Authorities as stipulated by this Agreement:

IN ITALY

L'Autorità Nazionale
per la Sicurezza

IN ISRAEL

The Director of Security for
the Defence Establishment, M.O.D.

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11.2 The National Security Authorities responsible for the visits control procedures, the transmission of classified information, the supervision of the implementation of the agreement in all respects are:

for ITALY:

Presidenza del Consiglio dei Ministri
Autorità Nazionale per la Sicurezza
Ufficio Centrale per la Sicurezza
00100 - ROMA - Tel. 6274714 or 6274653 ext 216

for ISRAEL:

Ministry of Defence
Director of Security for the Defence Establishment
Head of Security of Information Division
Phone (03) 205486, (03) 205927, (03) 216651.

SIGNATURES

FOR ITALY


Fulvio Martini,
Vice-Admiral,
National Authority
for Security

FOR ISRAEL


Yehiel Chorev,
The Director of Security
for the Defence Establishment

Roma, 5th October 1987