



Council of the
European Union

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“/A” ITEM NOTE

From: The Council Security Committee

To: COREPER / Council

Subject: Draft security arrangement between the Organisation for Joint Armament Cooperation - Executive Administration (OCCAR-EA) and the European Defence Agency (EDA) for the protection of classified information exchanged between OCCAR and EDA

1. On 27 July 2012, an Administrative Arrangement between the European Defence Agency (EDA) and the Organisation for Joint Armament Cooperation (OCCAR) concerning the establishment of their cooperation was signed following approval by the Council.¹
2. Paragraph 7 of the Administrative Arrangement provides for the establishment of a security arrangement between the EDA and OCCAR laying down the implementing measures for the direct exchange of classified information between them. In accordance with Article 24(1) of the EDA founding act², such arrangements are to be concluded by the EDA Steering Board upon approval by the Council.

¹ Doc. 11421/12

² Council Decision 2011/411/CFSP, OJ L 183, 13.7.2011, p. 16

3. Following negotiations between the EDA and OCCAR respective services, on 4 July 2014 the EDA Steering Board agreed to forward the draft Security Arrangement between the Organisation for Joint Armament Cooperation - Executive Administration (OCCAR-EA) and the European Defence Agency (EDA) for the protection of classified information exchanged between OCCAR and EDA to the Council in view of its approval.
4. The Council Security Committee endorsed the draft Security Arrangement on 17 October 2014, after pointing out some of its elements. Namely, the EDA – OCCAR security arrangement was negotiated in parallel with the security arrangements between the EU and OCCAR (the latter was approved by the Council Security Committee on 21 May 2014). Both arrangements follow the same standard model, but in some aspects the contents are more detailed compared to other equivalent arrangements. In addition, a section on industrial security has been included in the arrangements, to meet the participants' essential security needs and to have the area of industrial security properly covered. It should be noted accordingly, that the receiving and providing participants mentioned in this context can only be OCCAR or the EDA.
5. On OCCAR's side, the OCCAR Board of Supervisors has approved the draft Security Arrangement.
6. In these circumstances, and subject to confirmation by COREPER, the Council is invited to approve the draft Security Arrangement set out in the Annex with a view to its conclusion by the EDA Steering Board.

DRAFT

SECURITY ARRANGEMENT BETWEEN THE ORGANISATION FOR JOINT ARMAMENT COOPERATION- EXECUTIVE ADMINISTRATION (OCCAR- EA) AND THE EUROPEAN DEFENCE AGENCY (EDA) FOR THE PROTECTION OF CLASSIFIED INFORMATION EXCHANGED BETWEEN OCCAR AND EDA**INTRODUCTION**

1. Pursuant to Paragraph 7.1. of the Administrative Arrangement between the European Defence Agency (EDA) and the Organisation for Joint Armament Cooperation (OCCAR) concerning the establishment of their cooperation, a Security Arrangement (hereinafter Arrangement) between the EDA and OCCAR-EA – hereinafter referred to collectively as the Participants and singularly as Participant – should lay down the practical measures for the direct exchange of classified information between them. In this context, pursuant to the same Paragraph 7.1., all classified information exchanged between the Participants will be handled and protected in accordance with this Arrangement.
2. The Participants note the Agreement between the Organisation for Joint Armament Cooperation (OCCAR) and the European Union (EU) on the protection of classified information which was signed in Brussels on 27 July 2012 and entered into force on the same date.
3. It is acknowledged that OCCAR applies the OCCAR Security Regulations and that EDA applies the Council Security Rules. Where relevant, these rules and regulations will complete the provisions of this Arrangement.

GENERAL PRINCIPLES

4. For the purposes of this Arrangement, "classified information" means any information (namely, knowledge that can be communicated in any form), document or material which has been determined by either Participant to require protection against unauthorised disclosure that could cause varying degrees of damage, harm or prejudice to the interests of OCCAR or the EDA and which has been so designated by a security classification
5. The EDA and OCCAR will:
 - (a) protect classified information provided by one Participant to the other or exchanged between them under this Arrangement;
 - (b) ensure that classified information received under this Arrangement keeps the security classification given to it by the providing Participant. The receiving Participant will protect such classified information to a degree no less stringent than the provisions set out in its own security rules and regulations for information or material holding an equivalent security classification;
 - (c) ensure that classified information received from the other Participant is not downgraded or declassified without the prior written consent of the providing Participant;
 - (d) not use classified information received from the other Participant for purposes other than those established by the providing Participant;
 - (e) not disclose such classified information to third parties without the prior written consent of the providing Participant;
 - (f) not allow access to such classified information to individuals unless they have a need to know, have been briefed on their responsibilities and, where needed, have been security cleared to the appropriate level;
 - (g) ensure that all premises, areas, buildings, offices, rooms, communication and information systems, in which classified information and documents are stored and/or handled, are protected by security measures compliant with the respective security rules and regulations of OCCAR and the EDA.

PERSONNEL SECURITY CLEARANCE AND AUTHORISATION FOR ACCESS

6. Access to classified information will be authorised only for individuals who have a "need-to-know". Furthermore, individuals occupying positions which require access to information classified CONFIDENTIEL UE/EU CONFIDENTIAL or OCCAR CONFIDENTIAL or SECRET UE/EU SECRET or OCCAR SECRET must, in addition to a "need-to-know", hold a valid Personnel Security Clearance (PSC) issued in accordance with the respective security rules and regulations of OCCAR and the EDA.
7. Before being given access to classified information, all individuals who require access to that information must be briefed on the security rules or regulations relevant to the classification of the information they are to access. Those individuals will confirm in writing that they have been made aware of the applicable security rules and regulations and that any breach of the security rules or regulations may result in disciplinary action and/or possible further legal action in accordance with the applicable laws, rules and regulations.

CLASSIFICATION SYSTEM AND ORIGINATOR IDENTIFIER

8. All classified information provided by one Participant to the other will bear a security classification marking in accordance with the providing Participant's applicable security rules and regulations. The following classification markings of the Participants will be considered as equivalent:

OCCAR	EDA
OCCAR RESTRICTED	RESTREINT UE/EU RESTRICTED
OCCAR CONFIDENTIAL	CONFIDENTIEL UE/EU CONFIDENTIAL
OCCAR SECRET	SECRET UE/EU SECRET

9. To indicate the originator of the information and define, inter alia, originator rights, classified information originating in the EDA will, in addition to the EU security classification marking, bear the originator identifier "EDA" alongside or below every occurrence of the security classification marking.

10. In addition to the security classification markings provided for in Paragraph 8 above, classified information originated by one of the Participants and provided to the other will include an explicit releasability statement, such as:

OCCAR SECRET
RELEASABLE TO EDA

SECRET UE/EU SECRET
RELEASABLE TO OCCAR

Further access or distribution limitations may be added to the releasability statement as deemed necessary by the originator.

REGISTRIES AND THE CONTROL OF CLASSIFIED INFORMATION

11. In OCCAR-EA and the EDA, a designated registry will act for the receipt, dispatch, control and storage of classified information at the level of OCCAR CONFIDENTIAL or CONFIDENTIEL UE/UE CONFIDENTIAL or OCCAR SECRET or SECRET UE/EU SECRET, as defined per the respective rules of OCCAR and the EDA.

Central and sub-registries will be responsible for the final disposal and subject to instructions by the originator for downgrading and/or declassification of classified information, including the maintenance of destruction certificates for OCCAR or EU classified information at the levels of OCCAR CONFIDENTIAL or SECRET UE/EU SECRET or CONFIDENTIEL UE/EU CONFIDENTIAL or SECRET UE/EU SECRET. Such registries are established as follows:

- (a) As regards OCCAR,

all correspondence containing classified information at the level of OCCAR CONFIDENTIAL or OCCAR SECRET or CONFIDENTIEL UE/EU CONFIDENTIAL or SECRET UE/EU SECRET shall be sent to the following address:

OCCAR-EA
Registry Control Officer
Godesberger Allee 140
D-53175 Bonn

(b) As regards the EDA:

all correspondence shall be sent to the EDA at the following address:

EDA Security Office
Rue des Drapiers, 17-23
B 1050 Brussels;

12. The Security Section of OCCAR and the EDASO will be responsible for the oversight and control of classified registries within their respective administrations and will inform their counterparts of the establishment/disestablishment of registries containing each other's classified information.

TRANSMISSION OF CLASSIFIED INFORMATION BETWEEN THE PARTICIPANTS

13. Classified information at the level of OCCAR RESTRICTED or RESTREINT UE/EU RESTRICTED may be transmitted between the Participants either by hand carriage, postal services, commercial courier services or by electronic means using mutually approved encryption devices.
14. The transmission of classified information at the level of OCCAR CONFIDENTIAL or CONFIDENTIEL UE/EU CONFIDENTIAL between the Participants will be either
 - a) by diplomatic courier or by hand carriage by security cleared couriers using relevant courier certificates issued by the dispatching Participant's security office; or
 - b) by commercial courier companies approved in accordance with the dispatching Participant's security rules and regulations.

15. The transmission of classified information at the level of OCCAR SECRET or SECRET UE/EU SECRET between the Participants will be by diplomatic courier or by hand carriage by security cleared couriers using relevant courier certificates issued by the dispatching Participant's security office.
16. Classified information at the level of OCCAR CONFIDENTIAL or OCCAR SECRET or CONFIDENTIEL UE/EU CONFIDENTIAL or SECRET UE/EU SECRET will not be transmitted between the Participants by electronic means unless mutually approved by the Participants and subject to specific communication and information security measures being in place, including the use of mutually accepted encryption systems.

RELEASE OF CLASSIFIED INFORMATION TO CONTRACTORS OR PROSPECTIVE CONTRACTORS

17. Classified information received from the other Participant may only be provided to a contractor or prospective contractor with the prior written consent of the providing Participant and where an appropriate security agreement or arrangement is in place between the providing Participant and the State where the contractor is registered, in accordance with the security regulations of the providing Participant.
18. Prior to the provision to a contractor or prospective contractor of any information classified OCCAR CONFIDENTIAL or OCCAR SECRET or CONFIDENTIEL UE/EU CONFIDENTIAL or SECRET UE/EU SECRET, the receiving Participant will ensure, in accordance with the applicable rules and regulations, that the contractor or prospective contractor holds an appropriate facility security clearance.
19. Upon letting a contract covered by this Arrangement, the receiving Participant will notify the providing Participant that the contract has been let. The security requirements applicable to the contract will be described in the Security Aspects Letter (SAL) or Programme/Project Security Instructions (PSI) to the contract, as appropriate.

VISITS

20. For the purpose of this Arrangement and without prejudice to assessment visits, the Participants will permit visits to their establishments by representatives of the other Participant or its contractors subject to the applicable security rules of the Participant to be visited.
21. For visits requiring access to or where visitors may have access to classified information at the level of OCCAR CONFIDENTIAL or CONFIDENTIEL UE/EU CONFIDENTIAL or OCCAR SECRET or SECRET UE/EU SECRET, the security office of the visitor will submit a request for visit to the security office of the establishment to be visited using visit request forms.

BREACHES OF SECURITY, LOSS OR COMPROMISE OF CLASSIFIED INFORMATION

22. Where it is known or where there are reasonable grounds to assume that classified information received from the other Participant has been compromised or lost, the Participant where the incident occurred will:
 - (a) provide an initial report/communication to the providing Participant stating that a compromise or loss of classified information has occurred;
 - (b) undertake a detailed investigation to establish the facts of the incident;
 - (c) provide a full written investigation report to the providing Participant with the details of the circumstances, the conclusion of the investigation, and the measures that have/will be taken to prevent a recurrence.

The above reports will be provided to the providing Participant as follows:

- 1) by the EDASO to the Security Section of OCCAR-EA, where OCCAR classified information is involved;
 - 2) by the Security Section of OCCAR-EA to the EDASO, where EDA classified information is involved;
23. Any security breach or suspected breach of security committed by individuals may result in disciplinary action and/or possible further legal action in accordance with the applicable laws, rules and regulations.

ASSESSMENT VISITS

24. The Security Section of OCCAR-EA, and the EDASO will facilitate the conduct of mutual assessment visits so as to verify that classified information originated by their respective organisation is properly handled and protected. Such visits will be subject to prior mutual consent between the Participants.

LIAISON, REVIEW AND AMENDMENT

25. The Security Section of OCCAR-EA and the EDASO will maintain constant liaison to oversee the release and exchange of classified information between the Participants. They will meet as mutually determined to discuss and review matters of common interest and assess the implementation of this Arrangement.
26. This Arrangement may be reviewed at the request of either of the Participants. It will be reviewed in the event of a non-EU Member State becoming an OCCAR member or a new State joining the EDA.
27. Any amendment to this Arrangement will be subject to agreement between the Security Section of OCCAR-EA, the EDASO, and to the approval of the OCCAR Security Committee and the EU Council Security Committee.