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**Estonia
and
Israel**

Agreement between the Republic of Estonia and the State of Israel on protection of classified defence information. Tel Aviv, 26 July 2023

Entry into force: *26 July 2023 by signature, in accordance with article XIII(1)*

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**Estonie
et
Israël**

Accord entre la République d'Estonie et l'État d'Israël sur la protection des informations classifiées en matière de défense. Tel Aviv, 26 juillet 2023

Entrée en vigueur : *26 juillet 2023 par signature, conformément au paragraphe 1 de l'article XIII*

Texte authentique : *anglais*

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[TEXT IN ENGLISH – TEXTE EN ANGLAIS]

AGREEMENT
BETWEEN
THE REPUBLIC OF ESTONIA
AND
THE STATE OF ISRAEL
ON
PROTECTION OF CLASSIFIED DEFENCE INFORMATION

The State of Israel - Ministry of Defense (represented by the Directorate of Security for the Defense Establishment, hereinafter referred to as “the Israeli Party”), on the one part, and the Republic of Estonia (represented by the Government of the Republic of Estonia, hereinafter referred to as “the Estonian Party”), on the other part, jointly referred to as “the Parties”;

WHEREAS the Parties intend to cooperate on matters of common interest relating to security, defense and military issues;

WHEREAS the Parties wish to safeguard the secrecy of the security, defense and military projects as well as to protect the Classified Information exchanged between the Parties;

WHEREAS the Parties agree that for their common interest an Agreement on Protection of Classified Information is essential to be signed; and

WHEREAS the Parties to this Agreement on Protection of Classified Information desire to set forth the terms and conditions governing this Agreement

HAVE AGREED AS FOLLOWS:

Article I – Objective

The objective of this Agreement is to ensure the protection of Classified Information that is generated or exchanged between the Parties.

Article II – Definitions

For the purpose of this Agreement:

1. **“Classified Information”** means any information of whatever form or nature generated by either Party or its subordinates or on their request, which under the national laws and regulations in force in the state of either Party requires protection against a Security Breach and which has been classified in accordance with Article IV paragraph I of this Agreement.
2. **“Classified Contract”** means a Contract which contains or involves Classified Information.
3. **“Competent Security Authority”** means the authority, in each Party’s country, which is responsible for the implementation and supervision of this Agreement.
4. **“Contractor”** means any natural or legal person with the capacity to enter into contracts, other than a Party to this Agreement.
5. **“Originating Party”** means the Party or its subordinates, including natural and legal persons, or any other organization or its branch, which under the national laws and regulations generates and releases Classified Information.
6. **“Recipient Party”** means the Party or its subordinates, including natural and legal persons, or any other organization or its branch, which under the national laws and regulations receives Classified Information from the Originating Party.
7. **“Third Party”** means any state, organization, natural or legal person that is not the Originating or the Recipient Party as defined in this Agreement.
8. **“Security Breach”** means any form of unauthorized disclosure, misuse, alteration, damage or destruction of Classified Information, as well as any other action or inaction, resulting in loss of confidentiality, integrity or availability of Classified Information.

9. **“Personnel Security Clearance”** means the determination by a Party that an individual is eligible to have access to classified information in accordance with the national laws and regulations.

10. **“Facility Security Clearance”** means the determination by a Party that, in accordance with the national laws and regulations, a natural or legal person possessing the legal capacity, has the physical and organizational capability to handle and store classified information.

11. **“Need-to-know”** means the principle, according to which access to specific Classified Information may only be granted to a person who has a verified need to know such information in connection with their official duties and for the performance of a specific task.

Article III – Implementation of This Agreement

1. This Agreement shall govern and be deemed to form an integral part of any Agreement or contract which shall be made or signed in the future between the Parties and/or any entities, related to security and secrecy of projects concerning the cooperation, transfer and/or exchange of Classified Information, joint ventures or any other relations in any field between the Parties and their respective entities in connection with security, defense and military issues.

2. This Agreement shall also govern:

- a) Export control and end user documentation;
- b) Shipments of systems, subsystems, and materials.

3. The Parties shall notify the relevant agencies and entities in their countries under the authority of the respective Party of the existence of this Agreement.

4. The Parties agree and undertake that the provisions of this Agreement shall be binding upon and duly observed by all agencies and entities under the authority of the respective Parties.

5. Each Party shall be responsible for the Classified Information from the time of receipt. Such responsibility shall be under the relevant provisions and practices of this Agreement.

Article IV – Security Classification and Protection Measures

1. The Parties agree that the following classification markings are equivalent and correspond to the classification markings specified in the laws and regulations in force in the respective country. Classified Information shall be classified in one of the following security classification categories:

Israeli classification	Equivalent in English	Estonian classification
Sodi Beyoter	Top Secret	TÄIESTI SALAJANE
Sodi	Secret	SALAJANE
Shamur	Confidential	KONFIDENTSIAALNE
No equivalent (see paragraph 2)	Restricted	PIIRATUD

2. Upon receipt, Estonian Classified Information provided to the Israeli Party and designated as PIIRATUD (Restricted) shall be protected by the Israeli Party as Israeli Confidential (Shamur). If needed and notwithstanding the previous clause, the Parties shall be able to further discuss the protection of specific information at PIIRATUD (Restricted) classification level in accordance with national laws and regulations.

3. The Recipient Party shall:

- a. Submit Classified Information to a Third Party only upon prior written consent of the Originating Party;
- b. Mark the received Classified Information in accordance with the security classification level equivalence set forth in paragraph 1 and 2 of this Article;
- c. Use Classified Information only for the purposes that it has been provided for.

4. The Recipient Party shall ensure that Classified Information is declassified or downgraded only after receiving prior written consent of the Originating Party or at the request of the Originating Party.
5. The Originating Party shall inform the Recipient Party in writing without delay of any subsequent changes in the security classification level or duration of classification.
6. In accordance with their national laws, regulations and practices, the Parties shall take appropriate measures in order to protect Classified Information. The Parties shall afford to all such Classified Information the same degree of security protection as is provided for their own Classified Information of equivalent classification.
7. Access to Classified Information shall be confined only to those individuals whose duties make such access essential, on a Need-to-Know basis, and who, in accordance with the national laws and/ or regulations, have been authorized to have access to such information by their Party as well as briefed on their responsibilities for the protection of Classified Information.

Article V – Access to Classified Information by the Authorized Entities

1. In the event that either the Originating or the Recipient Party or their agencies or entities concerned with the subjects set out in Article III paragraph 1 award a Classified Contract for performance within the other Party's country, then the respective Party in which the performance under the Agreement is taking place shall assume responsibility for taking security measures within its own country for the protection of such Classified Information in accordance with its own standards and requirements.
2. Prior to release to either Party's Contractors or prospective Contractors of any Classified Information received from the other Party, the Recipient Party shall:
 - a. Ensure that such Contractor or prospective Contractor have the capability and proper facilities to protect the Classified Information adequately;
 - b. Grant to the facility an appropriate Facility Security Clearance to this effect;

- c. Grant appropriate Personnel Security Clearances for all personnel whose duties require access to the Classified Information;
 - d. Ensure that all persons having access to the Classified Information are informed of their responsibilities to protect the information in accordance with its applicable laws.
3. Recipient Party shall carry out periodic security inspections of cleared facilities after taking measures stipulated in paragraph 2 of this Article.
 4. A security annex shall be an integral part of every Classified Contract.
 5. Every security annex shall include a Contractor's obligation to inform the Competent Security Authority in its own country when preparing a Classified Contract.
 6. Within the scope of this Agreement, each Party shall recognize the Personnel and Facility Security Clearances issued by the other Party.
 7. The Competent Security Authorities shall assist each other upon request and in accordance with national laws and regulations in carrying out vetting procedures necessary for the application of this Agreement.
 8. Within the scope of this Agreement, the Competent Security Authorities shall inform each other without delay about any alteration with regard to Personnel and Facility Security Clearances, in particular about the revocation or alteration of the security classification level.
 9. If information becomes available which raises doubts about the suitability of a cleared Contractor facility located in the country of one Party to continue to protect Classified Information provided by the other Party, then details of such information shall be promptly notified to the Competent Security Authority where the facility is located to allow an investigation to be carried out.

Article VI – Visits

1. Access to Classified Information and to facilities where classified projects are carried out, shall be granted by either Party to any person from the other Party if previous permission from the Competent Security Authority of the host Party has been obtained. Such permission

shall be granted only upon receiving visit applications of persons who have been authorized to deal with Classified Information (hereinafter referred to as "the Visitors").

2. The Competent Security Authority of the visiting Party shall notify the Competent Security Authority of the host Party of expected Visitors, at least three weeks prior to the planned visit. In case of urgency, security authorization of the visit shall be granted as soon as possible, subject to prior coordination.

3. Visit applications shall include at least the following data:

- a. Full name of the Visitor, date and place of birth, nationality and passport/ID card number;
- b. Official job title of the Visitor and the name of the entity, facility or organization represented by them;
- c. Confirmation of the Visitor's Personnel Security Clearance and its validity or a statement confirming their authorization to access Classified Information;
- d. Planned date and duration of the visit;
- e. Purpose of the visit and the anticipated security classification level of Classified Information to be discussed or accessed;
- f. Name, address, phone, e-mail address of facilities requested to be visited;
- g. Point of contact of the facility to be visited;
- h. Date and signature of a representative of the Visitor's Competent Security Authority;
- i. Any other information mutually agreed upon by the Competent Security Authorities.

4. Visit requests shall be submitted via the appropriate channels as shall be agreed upon by the Parties.

5. Without derogating from the generality of this Article, the requirements detailed in paragraph 3 above shall apply in all activities mentioned in Article III, paragraph 1 above.

6. Upon approval of the Competent Security Authority, the visit permission can be granted for a specific period of time, as necessary for a specific project. Multiple visit permissions shall be granted for a period not exceeding twelve (12) calendar months.
7. The host Party shall take all necessary security measures and precautions needed to ensure the physical security of the representatives of the visiting Party in the host Party's country, dependent on the regional risk assessment.
8. Without derogating from the abovementioned obligations, the host Party shall:
 - a. Notify the visiting Party of any specific alerts regarding possible hostilities, including acts of terrorism, which may endanger the visiting Party or threaten their security;
 - b. In case of any alert as specified herein, take all necessary security measures and precautions, including the provision of protection and the evacuation of the visiting Party.
9. The host Party's Competent Security Authority shall coordinate all matters relating to the physical security of the visiting Party with the visiting Party's Competent Security Authorities.

Article VII – Transfer of Classified Information

1. Classified Information shall be requested and transferred between the Parties only through approved channels, agreed upon by the Competent Security Authorities.
2. When Classified Information is transmitted electronically it shall be protected by cryptographic means and methods in accordance with procedures to be approved by the Competent Security Authorities.
3. This Agreement shall be applicable to any transfer and use of Classified Information outside the countries of the Parties. Such transfer and use shall be subject to consultations with the Originating Party, with the aim to ensure the integrity of the Classified Information covered by this Agreement.

Article VIII – Reproduction, Translation and Destruction of Classified Information

1. Reproductions and translations of Classified Information shall be marked with the same security classification level as the original and placed under the same protection as the original Classified Information.
2. Translations or reproductions shall be limited to the minimum required for use under this Agreement and shall be made only by individuals who are authorized in accordance with the national laws and regulations to access Classified Information at the security classification level of the Classified Information being translated or reproduced.
3. Translations shall contain a suitable annotation in the language into which they have been translated, indicating that they contain Classified Information of the Originating Party.
4. Classified Information marked at the security classification level equivalent to TÄIESTI SALAJANE / TOP SECRET / Sodi Beyoter, as mentioned in paragraph 1 Article IV of this Agreement, shall not be translated or reproduced without a prior written consent of the Originating Party.
5. Classified Information marked at the security classification level equivalent to TÄIESTI SALAJANE / TOP SECRET / Sodi Beyoter, as mentioned in paragraph 1 Article IV of this Agreement, shall not be destroyed without a prior written consent of the Originating Party. It shall be returned to the Originating Party after it is no longer considered necessary by the Recipient Party.
6. Classified Information marked up to and including the security classification levels equivalent to SALAJANE / SECRET / Sodi, as mentioned in paragraph 1 Article IV of this Agreement, shall be destroyed after it is no longer considered necessary by the Recipient Party, in accordance with its national laws and regulations.
7. If a crisis situation makes it impossible to protect Classified Information provided under this Agreement, the Classified Information shall be destroyed immediately. The Recipient Party shall notify promptly in writing the Competent Security Authority of the Originating Party about the destruction of this Classified Information.

Article IX – Security Breach

The Recipient Party shall investigate all cases in which it is known or there are grounds for suspecting that a Security Breach has occurred. The Recipient Party shall also promptly and fully inform the Originating Party of the details of any such occurrences, and of the final results of the proceedings and corrective actions taken to preclude recurrences.

Article X – Competent Security Authorities and Coordination

1. The Competent Security Authorities of the Parties are:

For the Israeli Party:

The Directorate of Security for the Defense Establishment (DSDE)

For the Estonian Party:

National Security Authority

Estonian Foreign Intelligence Service

2. The Parties shall inform each other via diplomatic channels about changes of the Competent Security Authorities referred to in paragraph 1 or amendments to their competences. The Parties shall coordinate any further steps regarding the changes, if deemed necessary.
3. The Competent Security Authorities shall agree upon future security cooperation related, but not limited to, training, sharing of best practices, seminars and the exchange of Classified Information in accordance with this Agreement.
4. The Competent Security Authorities shall prepare and distribute security instructions and procedures for the protection of Classified Information as specified in this Agreement and in accordance with national laws and regulations.
5. The Competent Security Authority agrees and undertakes to pre-coordinate with the other Competent Security Authority provisions, instructions, procedures and practices related in any way to the implementation of this Agreement, in general and all contracts between private or public entities or firms engaged by both Parties, in particular.

6. The Competent Security Authority shall permit visits of security experts of the other Party, when it is mutually convenient, to discuss procedures and facilities for the protection of Classified Information furnished by the other Party.

Article XI – Dispute Resolution

1. In the event of any dispute arising between the Competent Security Authorities, whether such dispute relates to the interpretation of the Agreement or to the execution of the terms hereof or any matter arising therefrom, the representatives of the Competent Security Authorities shall, in the first instance, make every reasonable effort to reach an amicable agreement.
2. In the event, however, that the representatives of the Competent Security Authorities fail to reach such settlement, the dispute shall be submitted to the Director of Security for the Israeli Defense Establishment and the Director of the Estonian National Security Authority. Any decision given shall be final and binding on the Parties to this Agreement.
3. During the dispute and/or controversy, both Parties shall continue to fulfil all of their obligations under this Agreement.
4. It is agreed by the Parties that any dispute and/or interpretation of this Agreement shall neither be subject to any national or international court or tribunal nor to any national or international law.

Article XII – Notices

1. All communication generated under this Agreement by the Competent Security Authorities shall be in writing in the English language.
2. All notices as mentioned above shall be communicated between the Competent Security Authorities.

Article XIII – Entry into Force and Termination

1. This Agreement shall enter into force on the date of its signature.
2. This Agreement shall remain in force for an unlimited period of time. Should either of the Parties wish to terminate this Agreement, it shall notify the other Party in writing at least six (6) months in advance. However, this Agreement shall remain in effect and shall apply to any and all activities, contracts or exchange of Classified Information carried out prior to the termination.

Article XIV – Amendments

This Agreement may be amended by mutual written consent of the Parties.

Article XV – Final Provisions

1. The failure of either Party to insist in any one or more instances upon strict performance of any of the terms of this Agreement or to exercise any rights conferred herein, shall not be construed as a waiver to any extent of either Party's rights to assert or rely upon any such terms or rights on any future occasion.
2. The title headings of the Articles hereof are intended solely for convenience of reference and are not intended and shall not be construed for any purpose whatever as in any way limiting or extending the language of the provisions to which the caption refers.
3. Neither Party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement without the written consent of the other Party.
4. Each Party shall assist the other Party's personnel performing services and/or exercising rights in accordance with the provisions of this Agreement in the other Party's country.
5. It is agreed that the existence of this Agreement is not classified.
6. Each Party agrees and undertakes to refrain from publications of any kind, relevant to the areas of mutual cooperation and activities under this Agreement. Without derogating

from the above, any substantial announcement or substantial denial by either Party to be made in the future shall follow consultations and mutual consent.

7. Each Party shall bear its own expenses incurred in the implementation of this Agreement.

8. Without prejudice to paragraph 9 of Article XV of this Agreement any existing Communication, Instruments, Agreements and Memoranda of Understanding between the Parties or the Competent Security Authorities on the protection of Classified Information shall be unaffected by the present Agreement in so far as they do not conflict with its provisions.

9. On the date of entry into force of this Agreement, the Secrecy Agreement on Protection of Classified Information between the Israeli Ministry of Defense and the Ministry of Defense of the State of the Republic of Estonia, done on 16 December 2002, shall terminate. Any Classified Information generated and/or provided previously under that Secrecy Agreement shall be protected in accordance with the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement.

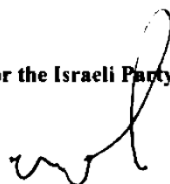
Signed at *Tel Aviv* on *26.07.23* in two originals in the English language.

For the Estonian Party



Kersti Piilma
Director of the National Security
Authority of the
Republic of Estonia

For the Israeli Party



Youval Shimoni
Director of the Directorate of Security
for the Defense Establishment of the
State of Israel