

**SECURITY AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF AUSTRALIA**

**AND**

**THE ORGANISATION FOR JOINT ARMAMENT  
COOPERATION**

**(ORGANISATION CONJOINTE DE  
COOPERATION EN MATIERE D'ARMEMENT  
- OCCAR)**

**on**

**THE PROTECTION OF  
CLASSIFIED INFORMATION**

The GOVERNMENT OF AUSTRALIA ("Australia") and the ORGANISATION FOR JOINT ARMAMENT COOPERATION (ORGANISATION CONJOINTE DE COOPERATION EN MATIERE D'ARMEMENT ("OCCAR"), hereinafter referred to singularly as "the Party" and collectively as "the Parties";

- NOTING the Framework Agreement between the Organisation for Joint Armament Cooperation (Organisation Conjointe de Coopération en Matière d'Armement) and the Government of Australia for the participation of Australia in OCCAR-managed Programmes, which was signed on 5 February 2021 and entered into force on 25 January 2022 ("Framework Agreement");
- RECOGNISING the participation of Australia in OCCAR Programmes;
- NOTING that such cooperation may involve the generation and exchange of Classified Information between Australia and industrial facilities located in Australia, OCCAR Programme Participating States and industrial facilities located in those States and OCCAR-EA;
- ACKNOWLEDGING that such Classified Information requires protection against loss, compromise and unauthorised disclosure;
- NOTING that the OCCAR Board of Supervisors has authorised the OCCAR-EA Director to conclude this Security Agreement (hereinafter referred to as "this Agreement");

**HAVE AGREED** as follows:

## **ARTICLE 1 DEFINITIONS**

The following definitions shall apply to this Agreement, and other capitalised terms shall be read as defined in the OCCAR Rules:

- (1) **"Australian Classified Information"**: Means any information, document or material the unauthorised disclosure of which could cause prejudice to the interests of Australia and which has been so designated by an Australian security classification marking;
- (2) **"Breach of Security"**: Means any non-compliance with applicable security instructions or any other knowing, wilful or negligent action, especially such action that could reasonably be expected to result in loss, compromises or unauthorised disclosure of Classified Information or cause damage to the interests of the Parties, OCCAR Member States and/or Programme Participating States
- (3) **"Classified Contract"**: Means a contract between two parties, creating and defining enforceable rights and obligations and which contains or involves the generation, use or provision of Classified Information;
- (4) **"Classified Information"**: Means OCCAR Classified Information and Australian Classified Information;
- (5) **"Contractor"**: Means any individual or legal entity with the legal capacity to negotiate and enter into Classified Contracts;
- (6) **"OCCAR Classified Information"**: Means any information, document or material the unauthorised disclosure of which could cause prejudice to the interests of OCCAR, its

Member States or any other State participating in an OCCAR Programme and which has been so designated by an OCCAR security classification marking;

- (7) **"OCCAR Rules"**: Means the OCCAR Convention, the OCCAR Security Agreement and OCCAR Management Procedures, including all principles, strategies and policies;
- (8) **"Originating Party"**: Means the Party which provides the Classified Information;
- (9) **"Receiving Party"**: Means the Party which receives Classified Information and shall assume responsibility for protection of Classified Information provided under this Agreement; and
- (10) **"Regulations and Policies"**: Means any law, regulation or rule made in accordance with the respective constitutional arrangements of a Party or any policy set out in official instructions of a Party.

## **ARTICLE 2 OBJECTIVE**

- (1) The objective of this Agreement is to define the security measures required for the protection of Australian and OCCAR Classified Information provided to or generated by the Parties in connection with OCCAR Programmes.
- (2) This Agreement does not apply to Classified Information exchanged between Australia and OCCAR Member States or Programme Participating States on the basis of bilateral security agreements or arrangements in place with these States.
- (3) The Parties may develop instruments to support the implementation of this Agreement.

## **ARTICLE 3 EQUIVALENT SECURITY CLASSIFICATIONS**

- (1) The Originating Party shall designate and mark any Classified Information with the appropriate security classification according to its Regulations and Policies and the applicable Programme Security Classification Guide (SCG). The Originating Party shall inform the Receiving Party, as soon as practicable, of any change to the classification of such Classified Information provided under this Agreement.
- (2) For the purpose of this Agreement, the following security classifications shall be considered as equivalent as at the date of signature:

<b>AUSTRALIA</b>	<b>OCCAR</b>
SECRET	OCCAR SECRET
No equivalent – to be treated as SECRET	OCCAR CONFIDENTIAL
PROTECTED	No equivalent – to be treated as OCCAR CONFIDENTIAL
No equivalent – See paragraph 2a	OCCAR RESTRICTED

- a. Australia shall handle and protect OCCAR RESTRICTED in accordance with the OCCAR RESTRICTED Security Conditions in OCCAR Management Procedure 11 (as replaced or amended) ("OMP 11").
- (3) For the purposes of the Agreement, the Parties have agreed that:
- a. OCCAR shall handle and protect Australian OFFICIAL: Sensitive information in accordance with the security measures outlined in OMP12 Handling of Unclassified Sensitive Information (as replaced or amended).
  - b. Australia shall handle and protect OCCAR Unclassified Sensitive Information as Australian OFFICIAL: Sensitive.
- (4) The Parties acknowledge that the security classifications outlined above may be updated or replaced from time to time, in accordance with applicable Regulations and Policies. The competent authorities of the Parties shall notify each other in writing of any such changes to their respective classifications, and may mutually determine to take any such changes into account in interpreting this Article.

#### **ARTICLE 4**

#### **COMPETENT AUTHORITIES**

The Parties to this Agreement shall inform each other in writing about the details of their respective competent authorities immediately after the Agreement has entered into force and shall also provide updates to these details as necessary.

#### **ARTICLE 5**

#### **PROTECTION OF CLASSIFIED INFORMATION**

The Parties shall:

- (1) Ensure that Classified Information provided or generated pursuant to this Agreement is protected from unauthorised disclosure, loss or compromise, in accordance with applicable Regulations and Policies;
- (2) Take all necessary measures to ensure that legal or other appropriate action can be taken against individuals or entities responsible for the unauthorised disclosure, loss or compromise of Classified Information generated or provided under this Agreement in accordance with applicable Regulations and Policies;
- (3) Ensure that such Classified Information is handled and safeguarded to a degree not less stringent than that which it provides to its own equivalent Classified Information, and the provisions laid down in the "OCCAR Security Regulations" as detailed in OMP 11 to the extent necessary for the purpose of this Agreement;
- (4) Establish a registry system allowing compartmentalisation of Classified Information at the level of OCCAR CONFIDENTIAL and OCCAR SECRET generated or provided under this Agreement from any other Classified Information held by the Receiving Party;

- (5) Ensure that for any Classified Information received the security classification of the information assigned by the Originating Party is maintained and any distribution and access restrictions stated are respected;
- (6) Not downgrade or declassify any Classified Information received without the prior written consent of the Originating Party;
- (7) Not use Classified Information received from the other Party for purposes other than for which it was provided without the prior written consent of the Originating Party;
- (8) Not release Classified Information received from the other Party without the prior written consent of the Originating Party, except to States or International Organisations participating in the OCCAR Programme for which the Classified Information was provided or to Contractors or sub-contractors located in such other States;
- (9) Ensure that access to Classified Information by those persons who have a Need-to-Know to access the Classified Information shall be limited in accordance with applicable Regulations and Policies of the Receiving Party;
- (10) Ensure that, unless specified in OCCAR Programme Security Instructions, access to OCCAR Classified Information at the level of OCCAR CONFIDENTIAL or above is granted only to government and Contractor employees who hold Australian nationality or the nationality of the OCCAR Programme Participating States to which the Programme Classified Information relates;
- (11) Ensure that the prior approval of the Originating Party has been obtained before granting access to Classified Information at the level of OCCAR CONFIDENTIAL or above by individuals holding the nationality of any States not identified in paragraph (10) above or not specified in the relevant OCCAR Programme Security Instruction;
- (12) Ensure that all persons having access to Classified Information are aware of their responsibilities to adequately protect the information;
- (13) Ensure that when Classified Information is no longer required, the information is returned to the Originating Party or destroyed in accordance with applicable Regulations and Policies of the Receiving Party provided they are no less stringent than that stated in OMP 11; and
- (14) Ensure that reproductions and translations of Classified Information bear the security classification markings, are protected as per the original Classified Information and are limited to the minimum needed.

## **ARTICLE 6**

### **CLASSIFIED CONTRACTS**

- (1) OCCAR shall notify Australia of the award of a Classified Contract involving Classified Information at the level of OCCAR RESTRICTED or above. It shall include a copy of the relevant parts of the Classified Contract or Security Aspect Letter and the respective SCG to facilitate the security monitoring of the contract and any further communications among the Parties.
- (2) For Classified Contracts awarded to Contractors located in the territory of Australia, Australia shall, in accordance with its Regulations and Policies:

- (a) Assume responsibility for administering security measures for the protection of the OCCAR Classified Information provided or generated under a given Classified Contract in accordance with the provisions described in this Agreement;
- (b) Nominate the competent authority responsible for implementing and overseeing the security measures at Contractor facilities located in the territory of the Australia and identify this authority and any subsequent changes in responsibility to OCCAR;
- (c) Ensure that Contractors with access to Classified Information at the level of OCCAR CONFIDENTIAL or OCCAR SECRET provided or generated under a given Classified Contract are capable to handle and protect such Classified Information in accordance with the terms of this Agreement and ensure that the Contractors' facility has been granted a Facility Security Clearance (FSC), at the appropriate level. An FSC is not required for access to OCCAR RESTRICTED Classified Information however, the provisions of Paragraph 2a above will be applicable; and
- (d) Verify the compliance of Contractors, with the security requirements under this Agreement and with the supporting Programme Security Instructions through appropriate means.

## **ARTICLE 7**

### **MOVEMENT OF CLASSIFIED INFORMATION**

- (1) The international transfer of Classified Information between the Parties and a government establishment or a Contractor shall be in accordance with Regulations and Policies and the relevant OCCAR Programme Security Instructions.

## **ARTICLE 8**

### **INTERNATIONAL VISITS**

- (1) For the purpose of this Agreement, the Parties shall permit visits to their establishments or Contractor facilities by representatives of the other Party, or its Contractors or by government or Contractor representatives of OCCAR Programme Participating States, subject always to the applicable rules and regulations of the respective State or establishment to be visited.
- (2) For such visits, requiring access to OCCAR Classified Information at the level of OCCAR CONFIDENTIAL or above, Requests for Visit shall be submitted directly from the establishment sponsoring the visit to the establishment to be visited following procedures as described in the relevant OCCAR Programme Security Instructions.
- (3) Subject to applicable Regulations and Policies, Requests for Visits for government representatives or Contractor's personnel to establishments or Contractor facilities in Australia or in OCCAR Programme Participating States involving access to Classified Information shall be submitted in accordance with specific arrangements in bilateral security Agreements or Arrangements or other mutually determined procedures, if applicable. Such requests shall be submitted via government-to-government channels.

## **ARTICLE 9**

### **LOSS, BREACH OR COMPROMISE OF CLASSIFIED INFORMATION**

- (1) In the event of a Breach of Security or suspected Breach of Security, the competent authority of the Receiving Party where the Breach of Security occurred shall inform without delay the competent authority of the Originating Party about any such incident.
- (2) An immediate investigation shall be carried out by the competent authority of the Receiving Party in accordance with Regulations and Policies with, if required, the assistance of the Originating Party. The Originating Party shall be informed about the outcome of the investigation as soon as is practicable and of the corrective action taken to preclude recurrences.

## **ARTICLE 10**

### **COST**

Each Party shall be responsible for its own costs incurred in implementing this Agreement.

## **ARTICLE 11**

### **SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/or implementation or application of any of the provisions of this Agreement shall be settled amicably through mutual consultation and/or negotiations between the Parties, without reference to any third party, including any international tribunal.

## **ARTICLE 12**

### **FINAL PROVISIONS**

- (1) OCCAR-EA shall provide to the competent authority of Australia the OCCAR Security Regulations (OMP 11) referred to in this Agreement and any subsequent editions.
- (2) Each Party shall notify the other of any changes in its applicable Regulations and Policies that could affect the protection of Classified Information referred to in this Agreement.
- (3) If requested, the Parties shall accommodate visits to their respective establishments by representatives of the competent authority of the other Party so that they may be briefed about the Receiving Party's security regime and the measures to implement the security requirements under this Agreement.
- (4) A request for such a visit shall be presented to the other Party at least three (3) weeks in advance.

## **ARTICLE 13**

## **ENTRY INTO FORCE, DURATION AND TERMINATION**

- (1) Each Party shall notify the other Party of the completion of its internal procedures required to enter this Agreement into force. The Agreement shall enter into force on the date of signature of the last note.
- (2) The Parties may amend this Agreement at any time by mutual agreement in writing. Any agreed amendments shall enter into force in accordance with the procedure set forth in paragraph 1 of this Article, unless otherwise provided for by the Parties.
- (3) The Parties may terminate this Agreement at any time by mutual agreement in writing and shall consult to establish the effective date of termination. Either Party may terminate the Agreement in writing, subject to a notice period of six (6) months being given to the other Party.
- (4) In the event of such termination, Classified Information provided or generated under this Agreement shall continue to be protected in accordance with the provisions of this Agreement.

**IN WITNESS WHEREOF**, the undersigned, respectively duly authorised, have signed this Agreement.

**DONE in duplicate at** Canberra and Bonn ..... in two (2) original copies of this Agreement written in the English language.

For  
**The Government of Australia**

For  
**The Organisation for Joint Armament  
Cooperation**

Signature:

Signature:

Title: **Deputy Prime Minister**

Title: **OCCAR-EA Director**