



On approval of the Agreement between the Government of the Republic of Kazakhstan and the Government of the State of Israel on the mutual protection of classified information in the field of military-technical cooperation and defence

Unofficial translation

Decree of the Government of the Republic of Kazakhstan dated March 15, 2013 No. 246

Unofficial translation

The Government of the Republic of Kazakhstan hereby **DECREES AS FOLLOWS:**

1. That the attached Agreement between the Government of the Republic of Kazakhstan and the Government of the State of Israel on the mutual protection of classified information in the field of military-technical cooperation and defence, executed in the city of Tel Aviv on April 2, 2012 shall be approved.

2. This Decree shall become effective from the date of signing.

Prime Minister

Of the Republic of Kazakhstan

S. Akhmetov

AGREEMENT

between the Government of the Republic of Kazakhstan and the Government of the State of Israel on the mutual protection of classified information in the field of military-technical cooperation and defence

The Government of the Republic of Kazakhstan and the Government of the State of Israel represented by the Ministry of Defence of the State of Israel, hereinafter referred to as the Parties,

recognizing the importance of joint efforts to maintain bilateral cooperation in the military-technical and defence spheres on the basis of respect for the principles of independence, sovereignty, non-interference in each other's internal affairs and mutual understanding,

considering the mutual interests of the Parties in ensuring the protection of secret information of the Republic of Kazakhstan and the State of Israel in the fields of military-technical cooperation and defence,

have agreed as follows:

Article 1

Scope of the Agreement

1. This Agreement establishes the general procedure applicable to any exchange and mutual protection of classified information within the framework of military-technical cooperation and defence between the states of the Parties in accordance with their national laws.

2. Cooperation in the military-technical sphere and defence shall be carried out between the Parties and organizations of the states of the Parties in accordance with the national laws of the states of the Parties.

Article 2

Definitions

The terms used in this Agreement shall mean the following:

classified information - information, documents or materials transferred and / or generated in the process of the aforementioned cooperation, regardless of their form, nature or method of transfer, which are assigned a security stamp in accordance with the degree of secrecy or a degree of protection is established that is in the interests of national security and in accordance with the national laws of the states of the Parties require protection from disclosure, loss, misappropriation, unauthorized access or any other type of compromise;

competent authority - the authority of the state of the side responsible for monitoring the implementation of this Agreement;

authorized body - the body of the state of the Party responsible for the implementation of this Agreement;

organization - legal entities of the states of the Parties authorized in accordance with the national legislation of their states to carry out activities in the field of military-technical cooperation and defence by receiving, transferring, storing, using secret information transferred or formed in the process of cooperation between the Parties under this Agreement;

facilities - territories and / or premises where the work is carried out in accordance with this Agreement.

Article 3

Competent and authorized bodies

1. The competent authorities shall be:

from the Kazakhstan Party - the Office of the Prime Minister of the Republic of Kazakhstan;

from the Israeli Party – the Security Directorate for Security Systems of the Ministry of Defence of the State of Israel (DSDE / MALMAB).

2. The authorized bodies shall be:

on the part of Kazakhstan- the Ministry of Defence of the Republic of Kazakhstan (Main Directorate for the Protection of State Secrets and Information Security of the Armed Forces of the Republic of Kazakhstan);

on the part of Israel - Directorate for the Security of the Defence Establishment of the Ministry of Defence of the State of Israel (DSDE / MALMAB).

3. In the event of a change in the names, functions or structure of the competent and authorized bodies of their states and / or national legislation of their state, the Parties shall immediately notify each other of this through the agreed communication channels.

4. The competent authorities shall preliminary coordinate among themselves the activities to implement the provisions of this Agreement.

5. The Parties shall permit the experts of the competent authority of the other Party to visit the territories of their states at a time convenient for both Parties in order to prevent the disclosure of secret information, if such visits provide for discussion with the competent authority of the other Party of measures to protect classified information.

6. The competent authorities of the Parties shall exchange information with each other about possible threats of leakage or disclosure of protected secret information and relevant security measures that must be taken in their state to prevent them.

Article 4

Comparability of degrees of protection

In accordance with the national laws of the states of the Parties, the degrees of protection and secrecy shall be determined according to the following table of comparability:

In the Republic of Kazakhstan	In the State of Israel	Equivalent expression in English	Equivalent expression in Russian
Өте құпия	Sodi beyer	Top secret	Совершенно секретно
құпия	Sodi	Secret	Секретно
"Қызмет бабында пайдалану үшін"	" Shamur "	" Confidential "	"Для служебного пользования"

Article 5

Conditions for the handling of classified information

1. A Party shall be prohibited from disclosing classified information received from the other Party in accordance with this Agreement to any third party without the prior written permission of the Party that provided the classified information.

2. Copying (duplication) and translation of classified information shall be carried out in accordance with the security requirements of the parties to their own secret information of the appropriate degree of secrecy.

3. The destruction of classified information shall be carried out in such a way as to prevent the possibility of its recovery. The return of secret information to the sending Party shall be carried out upon its preliminary written request.

4. The authorized bodies shall collaborate in order to implement this Agreement by creating, receiving, transmitting, storing, using and protecting the transferred or generated secret information.

Article 6

Admission to classified information and mutual visits

1. Admission to classified information and access to facilities shall be granted by one Party to representatives of the other Party, after obtaining the prior permission of the authorized body of the host Party. Such permission shall be granted upon previously agreed upon application by the authorized body of the interested Party to persons who have appropriate access to classified information (hereinafter - Visitors).

The authorized bodies of the Parties shall notify each other of changes regarding the admission of their Visitors under this Agreement, in particular in the event of withdrawal or reduction of the level of access to classified information.

2. The authorized body of the sending Party shall notify the authorized body of the receiving Party of the Visitors no later than 3 (three) weeks before the planned visit. In exceptional cases, permission to visit may be issued as soon as possible by prior agreement.

3. A visit request shall include the following information:

1) surname and name of the Visitor, date and place of birth, citizenship and passport number;

2) the position of the Visitor and the name of the organization that he represents;

3) the level of access to classified information of the appropriate degree of secrecy;

4) the estimated date of visit and its duration;

5) the purpose of the visit;

6) the name of the facilities planned for visits;

7) the position, surname and name of the representative of the host Party;

8) the required category of classified information to which the Visitor may be admitted.

4. A visit request shall be transmitted through special channels agreed by the Parties.

5. The authorized bodies of the Parties shall request permission for a single / multiple visit to the facility for a period not exceeding 12 (twelve) months. If it is necessary to extend the validity period of the permit, the sending Party shall apply to the receiving Party for a new permit, but no later than 3 (three) weeks before the expiration of the current permit.

Article 7

Methods of transferring classified information

1. The request and transfer of secret information by the Parties to each other shall be carried out through special channels agreed by the Parties, in accordance with the national legislation of the state of the sending party.

2. Secret electronic and / or telephone communications shall be carried out only through secure communication channels agreed by the Parties.

3. In the event that one of the Parties intends to use secret information outside the territory of its state, such use shall be preliminary agreed with the Party that provided it. This Agreement shall apply to such use of classified information.

Article 8

Measures for the protection of secret information

1. The authorized bodies of each of the Parties shall develop a procedure for ensuring the security of classified information within the framework of this Agreement.

2. Each Party, in accordance with the national legislation of its state, shall without fail take appropriate measures to protect the secret information of the other Party. The Parties in relation to classified information shall provide the same level of protection that they provide for their classified information with a similar degree of secrecy from the moment it is received.

3. An access to classified information shall be permitted exclusively to individuals who have access to classified information of an appropriate degree of secrecy and for whom such information is necessary for the performance of official duties.

4. The receiving Party shall assign the secret information of the sending Party a comparable degree of secrecy in accordance with Article 4 of this Agreement.

5. In the event that an organization of one of the Parties enters into an agreement for the performance of work containing classified information in the territory of the state of the other Party, the authorized body of the receiving Party shall take measures to protect this secret information in the territory of its state in accordance with the national legislation of its state.

6. Before receiving classified information, the recipient Party shall:

1) confirm the compliance of the facility with the requirements to ensure the protection of classified information;

2) determine the appropriate level of access to the facility;

3) provide access to classified information to the persons referred to in paragraph 3 of this article;

4) make sure that all persons with access to classified information are notified of the obligations to protect classified information in accordance with this Agreement and the national legislation of their state;

5) conduct periodic security checks of facilities.

7. The recipient Party shall not be entitled to reduce the assigned security stamp or to declassify the secret information transmitted to it without the prior written consent of the sending Party.

8. The secret information of one Party transferred to the other Party shall be used only for the purposes provided for by cooperation in the military-technical and defence spheres.

9. In order to maintain equivalent standards, the competent authorities of the Parties shall exchange the necessary information regarding the national legislations of their states, which are used to ensure the protection of classified information within the framework of the implementation of this Agreement.

Article 9

Disclosure and loss of classified information

1. In the event of the loss and disclosure of classified information, the Recipient Party conducting an official investigation shall inform the competent authority of the Sending Party

as soon as possible and in full form about the circumstances, results of the investigation, measures taken and actions to eliminate the violation.

2. The competent and authorized bodies of the recipient Party that have identified or suspected the loss and disclosure of classified information shall immediately begin an investigation (if necessary, with the involvement of representatives of the sending party) in accordance with the national legislation of their state.

3. The costs of the investigation shall be borne by the Party that conducted it.

Article 10

Contracts

Contracts concluded as part of military-technical cooperation and defence shall include a special article to ensure the protection of classified information, which shall contain the following:

a list of classified information and the degree of its secrecy;

special instructions for protecting classified information;

reference to this Agreement when implementing measures to protect classified information;

the procedure for resolving conflict situations and compensation for damage from unauthorized distribution of classified information.

Article 11

Official communication channels

1. Communication through the channels provided for by this Agreement shall be in writing in English.

2. Any communication between the Parties under this Agreement shall be subject to security requirements at the following addresses:

from the Kazakhstan side

Republic of Kazakhstan - Ministry of Defence

Official correspondence shall be sent to the Chairman of the Committee of Chiefs of Staff of the Ministry of Defence of the Republic of Kazakhstan;

Head of the Main Directorate for the Protection of State Secrets and Information Security of the Armed Forces of the Republic of Kazakhstan

Astana, Kazakhstan

(tel. +77172721017)

f r o m t h e I s r a e l i s i d e

State of Israel - Ministry of Defence

First Deputy Directorate of the Security of the Defence Establishment of the Ministry of Defence of the State of Israel (DSDE / MALMAB) - Director for Information Security (DSDE / MALMAB)

Khakiria , Tel Aviv, Israel

(tel: + 972-3-6976252)

Article 12

Costs

The parties shall independently bear the costs of implementing this Agreement in accordance with the national laws of their states.

Article 13

Settlement of disputes

1. The Parties shall take all possible measures to resolve disputes and disagreements arising from the interpretation or application of this Agreement through negotiations.

2. If the Parties do not reach a mutual agreement as a result of negotiations, the dispute shall be resolved jointly by the Chairman of the Committee of Chiefs of Staff of the Ministry of Defence of the Republic of Kazakhstan and the Director of the Directorate of Security of the Ministry of Defence of the State of Israel. Any decisions taken by them regarding disputes shall be final and binding on the Parties to the Agreement.

3. Settlement of disputes related to the execution or interpretation of this Agreement shall not be considered by the courts of the states of the Parties or international courts, in accordance with the national laws of their states or international law.

4. Until the settlement of any dispute, the Parties shall continue to comply with the obligations arising from this Agreement.

Article 14

International treaties

1. This Agreement shall not affect the rights and obligations of the Parties arising from other international treaties to which their states are parties.

Article 15

Final provisions

1. This Agreement shall be concluded for an indefinite period and shall come into force 30 (thirty) days from the date of receipt by the Israeli Party through diplomatic channels of a written notification of the Kazakh Party on the implementation of domestic procedures necessary for its entry into force.

2. This Agreement shall expire upon the expiration of 6 (six) months from the date of receipt through the diplomatic channels of one of the Parties of a written notification of the other Party of its such intention.

3. In the event of termination of this Agreement with respect to the secret information transferred and / or generated in the process of cooperation between the Parties, the measures to protect classified information provided for in this Agreement shall continue to be applied until the declassification.

4. This Agreement is made in duplicate, each in the Kazakh, English and Russian languages, all texts being equally authentic. In case of disagreement in the interpretation of the provisions of this Agreement, the Parties shall refer to the text in English.

In confirmation of the foregoing, the Parties signed this Agreement in Tel Aviv on April 2, 2012.

On behalf of the of the Republic of Kazakhstan	Government of	On behalf of the represented by of the State of Israel	the State of Israel	Government of Israel	the Ministry of Defence
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