

## **On approval of the Agreement between the Government of the Republic of Kazakhstan and the Government of the Lithuanian Republic on the mutual protection of classified information**

### *Unofficial translation*

Decree of the Government of the Republic of Kazakhstan dated September 11, 2015 No. 778.

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The Government of the Republic of Kazakhstan **HEREBY DECREES:**

1. To approve the attached Agreement between the Government of the Republic of Kazakhstan and the Government of the Lithuanian Republic on the mutual protection of classified information, made in Astana, on May 19, 2015.

2. This decree shall enter into force from the date of its signing.

*Prime Minister*

*of the Republic of Kazakhstan*

*K. Massimov*

Approved

by Decree of the Government  
of the Republic of Kazakhstan  
dated September 11, 2015 no. 778

## **Agreement**

### **between the Government of the Republic of Kazakhstan and the Government of the Lithuanian Republic on the mutual protection of classified information**

(\* Took effect since March 22, 2018 - Bulletin of International Treaties of the Republic of Kazakhstan 2018, no.3, art. 37)

The Government of the Republic of Kazakhstan and the Government of the Lithuanian Republic, hereinafter referred to as the Parties,

Striving for promotion of further development and strengthening of mutual political, economical, technical and military cooperation and cooperation on the issues of national security;

Emphasizing the importance of information exchange when solving modern security challenges;

Being aware that ensuring the efficient cooperation of the Parties may require exchange of the classified information;

Guided by the wish to resolve issues of mutual protection of classified information exchanged between the states of the Parties or generated in the framework of this Agreement,

Have agreed as follows:

#### **Article 1 Definitions**

For the purposes of the present Agreement:

1) classified information means documents or materials transferred and/or generated in the process of cooperation regardless of their form, nature and means of transfer, which have been so designated by security classification for the benefit of the national security and in accordance with the national laws of the Parties require protection from disclosure, loss, destruction, damage, misappropriation or misuse;

2) security classification means a detail assigned to the classified information, certifying the degree of its confidentiality, reflecting its importance, degree of restriction of the right to familiarization with it and protection degree;

3) admission to classified information – decision made in accordance with the national procedures, which provides the right of an individual to the admit to classified information, and of a legal entity to execute activity using the classified information in accordance with the national laws of the States of the Parties;

4) access to classified information means a process of familiarization with the classified information of an individual with access to classified information;

5) competent authority means the state body of the Party, as defined in article 5 of this Agreement, carrying out in according with the national laws of the States of the Parties control and coordination on protection of classified information, responsible for implementation of provisions of this Agreement;

6) authorized body means the state body of the Party, which in accordance with the national laws of the States of the Parties is authorized to create, to receive, to transfer, to keep , to use, to protect the classified information exchanged and/or generated in the process of cooperation between the States of the Parties;

7) originating Party means the authorized body or the competent authority transferring the classified information;

8) receiving Party means the authorized body or the competent authority receiving the classified information;

9) contract means an agreement, development and execution of which requires using and/or creation of the classified information, concluded between the authorized bodies and legal entities of the States of the Parties, if this does not contradict the national laws of the States of the Parties.

## **Article 2 Purpose of the Agreement**

The purpose of this Agreement shall be the provision of mutual protection of the classified information exchanged and/or generated in the course of cooperation between the States of the Parties.

## **Article 3 Comparability of degrees of secrecy**

1. The Parties in accordance with this Agreement and the national laws of the States of the Parties establish that the degrees of secrecy and the corresponding security classification shall be compared as follows:

In the Republic of Kazakhstan	In the Lithuanian Republic	Equivalent expression in English	Equivalent expression in Russian
ӨТЕ ҚҰПИЯ	VISIŲKAI SLAPTAI	TOP SECRET	СОВЕРШЕННО СЕКРЕТНО
ҚҰПИЯ	SLAPTAI	SECRET	СЕКРЕТНО
ҚҰПИЯ	KONFIDENCIALIAI	CONFIDENTIAL	СЕКРЕТНО

2. The classified information, transferred by the Republic of Kazakhstan marked as "ҚҰПИЯ/СЕКРЕТНО", the Lithuanian Republic shall denote as the classified information marked with "SLAPTAI/SECRET". The classified information, transferred by the Lithuanian Republic marked as "KONFIDENCIALIAI/CONFIDENTIAL", the Republic of Kazakhstan shall denote as the classified information marked with "ҚҰПИЯ/СЕКРЕТНО".

3. The Lithuanian Republic shall assign the security classification "RIBOTO NAUDOJIMO/RESTRICTED" to the information, which the Republic of Kazakhstan denoted with the mark "ҚЫЗМЕТ БАБЫНДА ПАЙДАЛАҢУ ҮШІН/ДЛЯ СЛУЖЕБНОГО ПОЛЬЗОВАНИЯ". The classified information, to which the Lithuanian Republic assigned the security classification "RIBOTO NAUDOJIMO/RESTRICTED", the Republic of Kazakhstan shall mark with "ҚЫЗМЕТ БАБЫНДА ПАЙДАЛАҢУ ҮШІН/ДЛЯ СЛУЖЕБНОГО ПОЛЬЗОВАНИЯ".

#### **Article 4 Measures on information protection**

1. The Parties shall take all necessary measures to protect the exchanged and /or generated classified information in accordance with the national laws of the States of the Parties and the present Agreement.

2. Access to the classified information shall be provided only to persons, to whom it is required for performance of official duties if they have access to classified information of an appropriate degree of secrecy.

3. The receiving Party shall be obliged:

1) not to provide third parties with access to the classified information exchanged and / or generated in the course of cooperation without the prior written consent of the competent authority of the State of the other Party;

2) not to use the classified information for other purposes, for other purposes not provided for in its transfer.

4. the provisions of paragraphs 1 and 3 of this article shall also apply in relation to information, indicated in paragraph 3 of article 3 of the present Agreement.

5. The receiving Party shall be obliged to designate the received classified information with the security classification, assigned to it by the originating Party in accordance with article 3 of the present Agreement.

6. The state of one Party, without the prior written consent of the state of the other Party, cannot declassify or change the secrecy of classified information received or generated in the process of cooperation.

#### **Article 5 Competent authorities**

1. The parties, in accordance with the national laws of their states, shall determine the competent authorities, whereof they notify each other through diplomatic channels with their contact details. The parties shall immediately notify about the change of the competent authority, as well as contact details.

2. The competent authorities shall inform each other of the applicable national laws governing the protection of classified information and all changes in these laws that are relevant to the protection of classified information in accordance with the present Agreement.

3. In order to ensure close cooperation and the implementation of the present Agreement, the competent authorities may consult on a request sent by one of them.

#### **Article 6 Means of the transfer of information**

1. The decision on the transfer of classified information shall be made by the Parties in each individual case in accordance with the national laws of the States of the Parties.

2. The transfer of classified information shall be carried out through diplomatic channels or other means agreed upon in advance by the competent authorities of the States of the Parties.

3. In the case of the transfer of classified information marked with "ӨТЕ ҚҰПИЯ/СОБЕРШЕННО СЕКРЕТНО/VISIJBKAI SLAPTAI/TOP SECRET" or "ҚҰПИЯ/СЕКРЕТНО/SLAPTAI/SECRET", the receiving Party shall confirm in writing the receipt of this classified information. The receipt of other classified information shall be confirmed by telecommunication systems, networks or other electronic means.

4. The method of transmitting a large amount of classified information shall be determined by the competent authorities of the States of the Parties in each particular case.

5. The provisions of paragraphs 2 and 4 of this article shall also apply in relation of information indicated in paragraph 3 of article 3 of the present Agreement.

#### **Article 7 Handling the information**

1. Reproducing the classified information marked with "ӨТЕ ҚҰПИЯ/СОБЕРШЕННО СЕКРЕТНО/VISIJBKAI SLAPTAI/TOP SECRET" or "ҚҰПИЯ/СЕКРЕТНО/SLAPTAI/SECRET" shall be carried out only after obtaining the written permission of the originating Party. Such permission shall not be required for the first copy of the translation into the national (state) languages of the States of the Parties.

2. The transfer or reproduction of classified information shall be carried out by persons with appropriate access to the classified information.

3. When translating or reproducing the classified information, each copy shall bear the security classification corresponding to the security classification of the original. The number of copies shall be determined by official need. The provision of this clause shall also apply to the information indicated in clause 3 of article 3 of the present Agreement.

4. The classified information, as well as information, indicated in paragraph 3 of article 3 of the present Agreement, shall be destroyed so as to prevent its reconstruction in whole or in

part. The receiving Party shall notify the originating Party in writing about the destruction of the classified information.

5. The classified information marked as "ӨТЕ ҚҰПИЯ/СОВЕРШЕННО СЕКРЕТНО/VISIJBKAI SLAPTAI/TOP SECRET" is not subject to destruction and shall be returned to the originating Party, except for the cases specified in paragraph 8 of this article.

6. The classified information marked as "ҚҰПИЯ/ СЕКРЕТНО/SLAPTAI/SECRET и "ҚҰПИЯ/СЕКРЕТНО/KONFIDENCIALIAI/ CONFIDENTIAL" shall be destroyed upon receipt of a written consent of the originating Party.

7. The information marked as "RIBOTO NAUDOJIMO/RESTRICTED" and with mark "ҚЫЗМЕТ БАБЫНДА ПАЙДАЛАНУ ҮШІН/ДЛЯ СЛУЖЕБНОГО ПОЛЬЗОВАНИЯ" shall be destroyed without consent of the originating Party.

8. In the event of a crisis situation when it is impossible to protect and return the classified information exchanged or generated in the framework of the present Agreement, this classified information should be destroyed immediately. The receiving Party must immediately notify thereof the originating Party in writing.

## **Article 8 Contracts**

1. The contracts shall contain at least:

a list of the classified information planned for use in the process of interaction, and its security classification;

requirements for the protection and conditions for the use of classified information exchanged and / or generated in the process of cooperation;

procedure for resolving disputes and compensation for possible damage from unauthorized distribution of classified information exchanged and / or generated in the process of cooperation.

2. Prior to the transfer of the classified information to a legal entity that intends to conclude a contract, the receiving Party shall confirm to the originating Party that this legal entity has the appropriate admission.

3. The competent authorities of the States of the Parties, in accordance with the national laws of their states, shall control the protection of exchanged and / or generated classified information in the process of fulfilling contracts.

## **Article 9 Visits**

1. Access to the classified information to representatives of the state of the originating Party shall be granted after obtaining the prior written permission of the competent authority of the state of the receiving Party.

2. Requests for visit shall be submitted no later than 30 (thirty) days prior the planned visit, and shall contain the following information:

1) visitor's first name and surname, date and place of birth, nationality and passport (identity document);

- 2) position and function of the visitor as well as the name of the organization which he/she represents;
- 3) availability of the relevant access to the classified information;
- 4) purpose of the visit, planned date of the visit and its duration;
- 5) names of the planned facilities requested to be visited;
- 6) position, name and surname of the representatives of the state of the receiving Party with whom the visit is planned.

3. Representatives of the state of one of the Parties when visiting the territory of the state of the other Party shall comply with the national laws of the state of the receiving Party.

#### **Article 10 Breach of security**

1. In cases of unauthorized dissemination of the classified information, its loss, destruction, damage, misappropriation or improper use, the competent authority shall immediately inform another competent authority and initiates proper investigation. Competent authorities, when necessary, cooperate in conducting the investigation.

2. The provision of paragraph 1 of this article shall also apply to the information, specified in paragraph 3 of article 3 of the present Agreement.

3. The competent authority completed the investigation, shall inform as soon as practicable, the competent authority of the other Party about circumstances, results of investigation, actions taken and actions to address security breaches.

4. Issues on compensation of damages, caused by the unauthorized dissemination of the classified information shall be settled by consultations and negotiations between the Parties.

#### **Article 11 Costs**

The States of the Parties shall independently bear the costs of implementation of the present Agreement in accordance with their national laws.

#### **Article 12 Settlement of disputes**

1. Any dispute related to interpretation or application of the present Agreement, shall be settled exclusively by consultations and negotiations between the Parties.

2. Until the settlement of all disputes, the Parties shall continue to comply with all the other obligations resulting from the present Agreement.

#### **Article 13 Amendments**

On the basis of mutual written consent of the Parties, amendments and/or additions to present Agreement may be made, which are its integral parts and shall be drawn up by separate protocols that enter into force in accordance with the procedure, stipulated by paragraph 1 of article 14 of the present Agreement.

#### **Article 14 Final provisions**

1. The present Agreement shall be concluded for an indefinite period and shall enter into force on 30 (the thirtieth) day following the receipt of the last written notification through diplomatic channels by which the Parties inform each other that the internal legal requirements necessary for its entry into force have been fulfilled.

2. Each Party may terminate the Present Agreement through diplomatic channels with a written notice to another Party. In this case the present Agreement shall be terminated upon expiration of 6 (six) months from the date of receipt of such notice.

3. Notwithstanding the termination of the present Agreement, protection of all classified information exchanged and/or generated under the present Agreement, shall be made in accordance with the provisions of the present Agreement until the Parties release each other from these obligations by sending through diplomatic channels of the relevant written notices.

Made in the city of Astana, on May 19, 2015 in two copies, each in Kazakh, Lithuanian and Russian languages, all texts being equally authentic.

In case of any divergence of interpretation of the provisions of the present Agreement, the English text shall prevail.

*For the Government  
of the Republic of Kazakhstan*

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of the Lithuanian R*