

**AGREEMENT**  
**BETWEEN**  
**THE GOVERNMENT OF THE REPUBLIC OF LITHUANIA**  
**AND**  
**THE GOVERNMENT OF THE REPUBLIC OF MOLDOVA**  
**ON EXCHANGE AND MUTUAL PROTECTION OF CLASSIFIED**  
**INFORMATION**

The Government of the Republic of Lithuania and the Government of the Republic of Moldova (hereinafter referred together as the "Parties" or individually as the "Party"),

*Recognizing* the need to set rules on protection of Classified Information, mutually exchanged in the interest of national security within the scope of political, military, economical, legal, scientific and technological and any other cooperation, as well as Classified Information generated in the process of such cooperation;

*Intending* to ensure the mutual protection of all Classified Information, which has been classified by one Party and transferred to the other Party or jointly generated in the course of cooperation between the Parties;

*Desiring* to create a set of rules on the mutual protection of Classified Information exchanged between the Parties;

*Considering* mutual interests in the protection of Classified Information, in accordance with the national laws and legislations of the states of the Parties;

have agreed as follows:

**Article 1**  
**Objective and scope**

(1) The objective of this Agreement is to ensure protection of Classified Information (as defined below) that is exchanged or created in the process of co-operation between the Parties and to establish specific rules and procedures governing their mutual protection.

(2) This Agreement shall be applicable to any activities, contracts or agreements involving Classified Information, that will be conducted or concluded between the Parties in future or have been conducted or concluded until entering into force of this Agreement.

**Article 2**  
**Definitions**

For the purpose of this Agreement:

(1) "**Breach of Security**" means any act or an omission contrary to the laws and regulations in force in the state of the Party or this Agreement, the result of which may lead to disclosure, loss, destruction, misappropriation or any other type of compromise of Classified Information.

(2) "**Classified Contract**" means a contract, a sub-contract or a project, the implementation of which requires access to or generation of Classified Information.

(3) "**Classified Information**" means the information, regardless of the form, nature or method of transfer, whether prepared or being prepared and which in the interest of national security and in accordance with laws and regulations in force in the state of the Party, requires protection against Breach of security and has been so designated by a security classification level.

(4) "**Competent Authority**" means the national authority, which in accordance with laws and regulations in force in the state of the Party is responsible for the designated fields of protection of Classified Information under this Agreement.

(5) "**Contractor**" means an individual or a legal entity possessing the legal capacity to conclude a Classified Contract under the provisions of this Agreement.

(6) "**Subcontractor**" means a legal entity which commits to execute a part of the Classified Contract under the coordination of the Contractor.

(7) "**Facility Security Clearance**" means a positive determination of the National Security Authority or Competent Authority that confirms that a Contractor is authorized to execute actions related to the use of Classified Information up to a certain security classification level in accordance with laws and regulations in force in the state of the Party.

(8) "**National Security Authority**" means the national authority, which, in accordance with laws and regulations in force in the state of the Party is responsible for the supervision of the implementation of this Agreement and for the control of protection of Classified Information generated or exchanged according to this Agreement. Such authorities are listed in Article 5 of this Agreement.

(9) "**Need-to-know principle**" means the necessity to have access to Classified Information in connection with official duties and/or for the performance of a concrete official task.

(10) "**Originating Party**" means the Party, including any entity which provides Classified Information, in accordance with laws and regulations in force in the state of the Party.

(11) "**Personnel Security Clearance**" means a positive determination of the National Security Authority or Competent Authority which confirms the loyalty and trustworthiness of an individual as well as other security aspects in accordance with laws and regulations in force in the state of the Party, which grants an access to Classified Information up to a certain security classification level.

(12) "**Receiving Party**" means the Party, including any entity under its jurisdiction, to which Classified Information of the Originating Party is transmitted, in accordance with national laws and regulations in force in the state of the Party.

(13) "**Third Party**" means any state, including any public or private entities, international organization, legal entity, or individual which is not a Party to this Agreement.

### **Article 3**

#### **Classification Levels and Markings**

(1) The Parties agree that the following Security Classification Levels are equivalent and correspond to one another as follows:

For the Republic of Lithuania	Equivalent in English	For the Republic of Moldova
VISIŠKAI SLAPTAI	TOP SECRET	STRICT SECRET
SLAPTAI	SECRET	SECRET
KONFIDENCIALIAI	CONFIDENTIAL	CONFIDENTIAL
RIBOTO NAUDOJIMO	RESTRICTED	RESTRICTIONAT

(2) The Receiving Party shall mark the received Classified Information with its own equivalent security classification marking. The Receiving Party shall not declassify received Classified Information or alter its Security Classification level without the prior written consent of the Originating Party.

(3) The Originating Party shall inform in writing the Receiving Party of any changes in classification of the exchanged information without delay.

#### **Article 4**

##### **Protection of Classified Information**

(1) In compliance with the laws and regulations in force in the state of the Party, the Parties shall implement all appropriate measures for the protection of Classified Information, which is commonly generated or exchanged under this Agreement. At least the same level of protection shall be assigned to such Classified Information as is provided for the national Classified Information of the equivalent corresponding security classification marking as laid down in Article 3.

(2) Access to Classified Information shall be granted only to persons on a Need-to-Know basis who are authorized in accordance with the national laws and regulations in force to have access to Classified Information of the equivalent Security Classification Level. The Receiving Party is obligated:

a) not to disclose Classified Information to a Third Party without a prior written consent of the Originating Party;

b) not to use Classified Information for other purposes than those it has been provided for;

c) to guarantee the private rights such as patent rights, copyrights or trade secrets that are involved in Classified Information.

(3) The Parties mutually recognize the Personnel Security Clearance and Facility Security Clearance Certificates, released in accordance with the laws and regulations in force in the state of the Party.

(4) If any other Agreement concluded between the Parties contains stricter regulations regarding the exchange or protection of Classified Information, these regulations shall apply.

**Article 5**  
**National Security Authorities**

(1) The National Security Authorities of the Parties are:

For the Republic of Lithuania	For the Republic of Moldova
Commission for Secrets Protection Co-ordination of the Republic of Lithuania	Security and Intelligence Service of the Republic of Moldova

(2) The Parties shall notify each other through diplomatic channels of any subsequent changes of their National Security Authorities.

(3) Upon request, the National Security Authorities shall inform each other of the laws and regulations in force in the state of the Party regulating the protection of Classified Information and/or any significant amendments thereto.

(4) Upon request, the National Security Authorities shall notify each other about Competent Authorities that are responsible for the implementation of delegated tasks under this Agreement. In order to ensure close co-operation in the implementation of the present Agreement, the National Security Authorities may hold consultations at the request made by one of them.

(5) In order to achieve and maintain comparable standards of security, the National Security Authorities shall on request, provide each other with information about the security standards, procedures and practices for protection of Classified Information employed by the respective Party.

(6) The respective National Security Authorities may conclude implementing arrangements on the basis of this Agreement.

(7) The Competent Authorities shall assist each other upon request and in accordance with the laws and regulations in force in the state of the Party in carrying out vetting procedures.

(8) Within the scope of this Agreement, the National Security Authorities shall inform each other without delay about any alteration with regard to Personnel Security Clearances or Facility Security Clearances, in particular about their revocation or alteration of the classification level.

## **Article 6**

### **Transfer of Classified Information**

(1) As a rule, Classified Information shall be transferred by means of diplomatic or military couriers or by other means approved in advance by the Competent Authorities of the Parties.

(2) Classified Information may be transmitted via protected telecommunication systems, networks or other electromagnetic means approved in accordance with the laws and regulations in force in the state of the Party and holding a duly issued certificate.

(3) Other approved means of transfer of Classified Information may only be used if agreed upon between the National Security Authorities or Competent Authorities of the Parties.

## **Article 7**

### **Translation, reproduction, destruction of Classified Information**

(1) All translations of Classified Information shall be made by individuals who hold an appropriate Personnel Security Clearance. Such translation shall bear all original security classification markings.

(2) When Classified Information is reproduced, all original classification markings and additional handling instructions thereon shall also be reproduced or marked on each copy. Such reproduced Classified Information shall be placed under the same control as the original Classified Information. The number of copies shall be limited to that required for official purposes.

(3) Classified Information marked SLAPTAI/SECRET/SECRET and below may be destroyed after it is no longer needed in accordance with the laws and regulations in force in the state of the Party. The Classified Information shall be destroyed as to prevent its reconstruction in whole or in part.

(4) Classified Information marked VISIŠKAI SLAPTAI/STRICT SECRET/TOP SECRET may be destroyed, except in cases referred to in paragraph 5 of this Article. Originating Party will be informed about such destruction.

(5) In case of emergency, which makes it impossible to protect and return Classified Information generated or transferred according to the present Agreement, the Classified Information shall be destroyed immediately. The Receiving Party shall notify the Originating Party on destruction of such Classified Information as soon as possible.



**Article 8**  
**Classified Contracts**

(1) Classified Contracts shall be concluded and implemented in accordance with the laws and regulations in force in the state of the Party. Upon request the National Security Authority of each Party shall furnish information whether a proposed Contractor and its respective employees has been issued an appropriate security clearance, corresponding to the security classification of the Classified Information to be handled. If the proposed Contractor or its respective employees does not hold an appropriate security clearance, the National Security Authority may request for that Contractor or its respective employees to be security cleared. An appropriate security clearance shall be issued to the Contractor or its respective employees before the Classified Contract is concluded.

(2) The National Security Authority of the Party in which the Classified Contract is to be performed, shall assume the responsibility for prescribing and administering security measures for the Classified Contract under the same standards and requirements that govern the protection of its own Classified Contracts.

(3) Security instructions shall be an integral part of each Classified Contract. These security instructions shall include the following aspects:

a) security classification levels of the information that will be generated in the course of Classified Contract, and list of Classified Information that will be transmitted to the Contractor;

b) an obligation that the Contractor shall disclose the Classified Information only to a person who is authorized in accordance with the laws and regulations in force in the state of the Party to have access to Classified Information of the equivalent security classification level, who has a "Need-to-know" and who is employed or engaged in the carrying out of the Classified Contract;

c) procedure for the communication of changes in the classification of information;

d) communication channels and means for transmission of Classified Information;

e) an obligation to use the Classified Information under the Classified Contract only for the purposes related to the subject matter of the Classified Contract;

f) strict adherence to the procedures for destruction of the Classified Information;

g) an obligation to notify any actual or suspected Breach of security;

h) the procedure for the approval of visits or inspection to facilities of the Contractor.

(4) Copy of the Project Security Instruction of any Classified Contract shall be forwarded to the National Security Authority of the Party where the classified contract is to be performed to allow adequate security supervision and control.

(5) Upon request, for contracts involving Classified Information RIBOTO NAUDOJIMO/RESTRICTIONAT/RESTRICTED no Facility Security Clearance will be issued. The National Security Authority of each Party shall furnish information in writing declaring whether a proposed Contractor meets the national requirements for protection of Classified Information marked RIBOTO NAUDOJIMO/RESTRICTIONAT/RESTRICTED.

(6) Sub-contractors engaged in Classified Contracts shall comply with the security requirements applied to the Contractors.

## **Article 9**

### **Visits**

(1) Visits that require access to Classified Information shall be allowed only with a written permission issued by the National Security Authority or Competent Authority of the Party to be visited.

(2) As a rule, the request for visit shall be sent at least two weeks before the visit.

(3) The request for visit shall contain the following information:

a) visitors first and last names, date and place of birth, passport or identification document number;

b) citizenship of the visitor;

c) position title of the visitor and name of the organization he represents;

d) certification of Personnel Security Clearance of the visitor, its level and validity;

e) purpose, proposed working program and planned date of the visit;

f) names and points of contacts of the organizations and facilities requested to be visited.

(4) Each Party shall guarantee protection of personal data of the visitors, according to the laws and regulations in force in the state of the Party.

(5) National Security Authorities or Competent Authorities may draw up lists of personnel authorized to make multiple visits in respect of any particular project or program in accordance with the terms and conditions commonly agreed.

## **Article 10**

### **Breach of Security**

(1) In case of a Breach of Security, the National Security Authority of the Party in which a Breach of Security occurred shall inform the National Security Authority of the other Party immediately and shall ensure the appropriate investigation. The other Party shall, if required, cooperate in the investigation.

(2) The other Party shall be informed of the results of the investigation and shall receive the final report on the reasons and extent of damage caused.

## **Article 11**

### **Costs**

Unless otherwise agreed, each Party shall bear the costs incurred in the course of implementing its obligations under this Agreement.

## **Article 12**

### **Settlement of Disputes**

Any dispute regarding the interpretation or application of this Agreement shall be settled through consultations and negotiations between the Parties.

## **Article 13**

### **Final Provisions**

(1) This Agreement is concluded for an indefinite period of time.

(2) The English language shall be used for the communication of the Parties according to this Agreement.

(3) The present Agreement shall enter into force on the first day following the receipt of the last notification, in writing and through diplomatic channels, stating that all the national legal requirements of both Parties necessary to that effect have been fulfilled.

(4) This Agreement may be amended on the basis of mutual written consent by both Parties. Such amendments are integral part of this Agreement and shall enter into force in accordance with Paragraph 3 of this Article.

(5) Each Party may terminate this Agreement through diplomatic channels by written notice forwarded to the other Party. The termination shall enter into force six months after the date of receipt of the notification. In such case, all exchanged classified information shall be returned to the Originating Party. If the exchanged Classified Information could not be returned, it shall continue to be protected in accordance with the provisions of this Agreement, until the Originating Party dispenses the Receiving Party from this obligation.

Done at Vilnius, on 28 May 2024, in two original copies, each in Lithuanian, Romanian and English languages, and all texts being equally authentic. In case of any divergence of interpretation, the English language text shall prevail.

**For the Government of  
the Republic of Lithuania**

**For the Government of  
the Republic of Moldova**

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