



Treaty Series No.1 (2011)

Agreement

between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Russian Federation on the Organisation of the Direct Encrypted Communications System between the United Kingdom of Great Britain and Northern Ireland and the Russian Federation

London, 15 February 2011

[The Agreement entered into force on the 15 February 2011]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
February 2011*

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**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF THE RUSSIAN FEDERATION ON THE
ORGANISATION OF THE DIRECT ENCRYPTED COMMUNICATIONS
SYSTEM BETWEEN THE UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND AND THE RUSSIAN FEDERATION**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Russian Federation, hereinafter referred to as the Parties, seeking the further development of Russo-UK relations, and considering their mutual interest in the creation and development of technical capabilities for confidential contacts at the highest level, have agreed the following:

ARTICLE 1

The Parties shall set up a direct encrypted communications system between the Russian Federation and the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as the encrypted communications system), which will be a complex of technologically interconnected equipment and communications channels and will be designed to guarantee the encrypted communications of the highest leadership of both states in crisis situations as well as in ordinary circumstances.

ARTICLE 2

The composition and quantity both of the technical equipment and of the communications channels between the Russian Federation and the United Kingdom of Great Britain and Northern Ireland included in the encrypted communications system will be determined by the volumes and types of information required for transmission.

In order to guarantee the appropriate level of reliability in the encrypted communications system, the communications channels will take geographically diverse routes.

ARTICLE 3

1. The competent bodies responsible for implementing this Agreement (hereinafter referred to as the competent bodies) are:

from the Russian Federation - the Federal'naya Sluzhba Okhrany (Federal Protective Service) of the Russian Federation;

from the United Kingdom of Great Britain and Northern Ireland - the Information and Communications Service of the Prime Minister's Office.

The Parties shall immediately inform each other via diplomatic channels of any change to their competent bodies.

2. The competent bodies shall jointly:

define the configuration and technical parameters of the communications channels, and also the specific types of equipment and encryption devices to be used;

guarantee technical maintenance, uninterrupted operation and security of the encrypted communications system;

draw up recommendations and rules for the running of the encrypted communications system and examine and resolve questions relating to the introduction of changes to its configuration and mode of operation.

ARTICLE 4

The Parties' competent bodies shall ensure that meetings are held between technical experts to resolve questions relating to the setting up, operation and improving of the encrypted communications system. The times and locations of such meetings shall be determined by agreement between the Parties' competent bodies.

ARTICLE 5

In accordance with its national law, each Party shall bear the expenses for the setting up, operation and improving of the encrypted communications system on its own national territory. The cost of any possible leasing of communications channels situated outside the territory of the Russian Federation and the territory of the United Kingdom of Great Britain and Northern Ireland will be paid for by the Parties equally.

The Parties may reach an agreement about some other arrangement for paying for the setting up, operation and improving of the encrypted communications system. The detailed division of the expenses shall be determined by agreement between the Parties' competent bodies.

The carrying out of activity within the framework of this Agreement shall be dependent on the availability of funds allocated for these purposes.

ARTICLE 6

The construction, operational maintenance and repair of installations required for the secure and reliable operation of the encrypted communications system in the Russian Federation shall be carried out using man-power and resources of the Russian Party, and in the United Kingdom of Great Britain and Northern Ireland, using man-power and resources of the UK Party.

Each of the Parties shall take appropriate measures to ensure the uninterrupted operation of the encrypted communications system on its own territory. In the event of disruption of the operation of the encrypted communications system owing to a fault in it beyond the national borders of the Parties, the Parties shall take measures to restore its operation in accordance with procedures established by the International Telecommunications Union.

ARTICLE 7

1. The concepts used in protecting classified information within the framework of this Agreement have the following meaning:

"classified information" is information that, regardless of how it is presented, is protected in accordance with statutory and other normative legal acts of each Party, is transmitted (received) in a manner laid down by each of the Parties, the unauthorised dissemination of which may harm the security and/or interests of the Russian Federation and/or the United Kingdom of Great Britain and Northern Ireland;

"classified information media" are material objects, including physical fields, in which classified information is represented in the form of characters, images, signals, technical solutions and processes;

"classification marking" is an essential detail, written on the medium itself and/or in accompanying documentation, indicating the classification level of the information contained on the medium;

"classified information clearance" is the procedure for registering the right of individuals to access classified information, and the right of competent bodies to carry out work using such information;

"access to classified information" is an individual's exposure, authorised in accordance with a Party's national law, to classified information, said individual having the appropriate clearance for such information;

"competent body for the protection of classified information" is a body that is authorised in accordance with statutory and other normative legal acts of the Party to transmit, receive, store, protect and use classified information and that is responsible for its protection.

2. The classification levels and their corresponding classification markings are as follows:

Russian Federation

**United Kingdom of Great Britain
and Northern Ireland**

Совершенно секретно
Секретно

Top Secret
Secret

3. A decision regarding the transmission of classified information will be taken by a Party in each individual instance in accordance with statutory and other normative legal acts of that Party.

The delivery of classified information media from one Party to the other Party will take place via diplomatic channels, in accordance with international treaties in force between the Parties. The appropriate competent body for the protection of classified information will confirm receipt of the classified information media. With the agreement of the competent bodies, other methods may be used for the delivery of classified information media.

4. The Parties shall immediately inform each other via diplomatic channels of any change to their competent bodies for the protection of classified information.

5. All classified information media received shall be clearly marked by the competent body for the protection of classified information with the corresponding level of classification in accordance with this article.

This obligation extends to classified information media formed in the course of co-operation between the Parties or obtained as a result of translation, copying or replication.

In relation to all such classified information media, the level of classification marked shall correspond to the classification marking of the classified information received.

6. Each Party's handling of classified information media, their registration and storage will be done in accordance with the requirements in force in relation to classified information of that Party.

7. Classified information media will be returned or destroyed with the written permission of the competent body for the protection of classified information of the Party that sent them.

The destruction of classified information media shall be documented, and the destruction process must exclude the possibility of the classified information being reproduced or restored.

The competent body for the protection of classified information of the Party that sent the classified information media shall be informed in writing of their destruction.

8. The classification markings of any classified information media received may only be changed with the written permission of the competent body for the protection of classified information of the Party that sent them.

The competent body for the protection of classified information of the Party that sent the classified information media shall inform the competent body for the protection of classified information of the other Party in writing of any change to the classification marking of the media sent.

The classification level of classified information produced in the course of cooperation between the Parties shall be determined, changed or removed by mutual agreement between their competent bodies for the protection of classified information.

9. Each Party will guarantee protection of classified information received from the other Party that is required for the setting up, operation and improving of the encrypted communications system, in accordance with its national law, and will take the same measures for the protection of the classified information as those taken in relation to its own classified information.

The competent body for the protection of classified information of the other Party shall be informed immediately of any violation of the requirements for the protection of classified information discovered by a Party's competent body for the protection of classified information that has led or may lead to its unauthorised dissemination.

The competent body for the protection of classified information of the Party in whose state the violation occurred shall carry out an investigation and take all the appropriate measures in accordance with statutory and other normative legal acts of that state.

The Parties' competent bodies for the protection of classified information shall inform each other of the results of the investigation and the measures taken.

10. The Parties shall not grant access to classified information transmitted by the other Party to a third party and they shall use classified information exclusively for the purposes stipulated at the time of transmission. Access to classified information shall only be granted to individuals who have the appropriate clearance including those who are directly involved in guaranteeing operation of the encrypted communications system's encryption equipment.

11. Questions arising between the Parties relating to the resolution of disputes and compensation for damage done to one of the Parties as a result of unauthorised dissemination of classified information shall be settled by means of negotiations

and consultations between the Parties' competent bodies for the protection of classified information.

ARTICLE 8

From the date that this Agreement comes into force the following agreements will cease to be valid: the Agreement between the Government of the Union of Soviet Socialist Republics and the Government of the United Kingdom of Great Britain and Northern Ireland concerning the establishment of a direct communications link between the Kremlin and the residence of the Prime Minister of the United Kingdom in London of 25th August 1967¹; the Agreement between the Government of the Union of Soviet Socialist Republics and the Government of the United Kingdom of Great Britain and Northern Ireland on the improvement to the direct communications link between the Kremlin and the residence of the Prime Minister of the United Kingdom in London of 31st March 1987²; and the Agreement between the Government of the Russian Federation and the Government of the United Kingdom of Great Britain and Northern Ireland on the establishment of direct secure telephone links between the Kremlin in Moscow and 10 Downing Street in London of 9th November 1992³.

ARTICLE 9

Every two years the Parties shall develop a technical modernisation programme for the encrypted communications system. The refitting and technological improvement of the encrypted communications system shall take place every five years.

ARTICLE 10

This Agreement shall enter into force from the date on which it is signed by the Parties and shall be terminated six months from the date of receipt by one of the Parties of written notification from the other Party of its intention to terminate this Agreement.

In the event of termination of this Agreement, in respect of classified information the measures for its protection provided for in Article 7 of this Agreement will continue to be applied until the classification marking is removed in the prescribed manner.

Changes and additions to this Agreement may be made with the Parties' mutual written consent.

¹ Treaty Series No. 091 (1967) Cmnd 3462

² Treaty Series No. 034 (1987) Cm 190

³ Treaty Series No. 012 (1993) Cm 2223

Done at London on the fifteenth day of February, 2011, in two copies, each in Russian and English, both texts having equal force.

**On behalf of the Government of the
United Kingdom of Great Britain
and Northern Ireland:**

**On behalf of the Government of
the Russian Federation:**

WILLIAM HAGUE

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