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Treaty Series No. 1 (2016)

Agreement

between the United Kingdom of Great Britain and Northern Ireland and
the Kingdom of Spain concerning the Protection of Classified Information

Madrid, 5 February 2015

[The Agreement entered into force on 1 January 2016]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
January 2016*

Cm 9178



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**AGREEMENT BETWEEN THE UNITED KINGDOM OF GREAT
BRITAIN AND NORTHERN IRELAND AND THE KINGDOM OF SPAIN
CONCERNING THE PROTECTION OF CLASSIFIED INFORMATION**

The United Kingdom of Great Britain and Northern Ireland (“UK”) and The Kingdom of Spain (referred to jointly as the “Parties” or individually as the “Party”), wishing to ensure the protection of Classified Information generated by and/or exchanged between the Parties, or Contractors under the jurisdiction of either Party, have, in the interests of national security, established the following general security agreement (hereinafter referred to as “Agreement”).

ARTICLE 1

Purpose

The purpose of this Agreement is to ensure the protection of UK and/or Spanish Classified Information generated by the Parties or Contractors under their jurisdiction, and/or exchanged between the Parties, between Contractors under their jurisdiction and between a Party and any Contractor under the jurisdiction of the other Party. It sets out the security procedures and arrangements for such protection.

ARTICLE 2

Definitions

For the purposes of this Agreement:

- 1) **“Classified Information”** means any information of whatever form, nature or method of transmission determined, either individually by one Party or jointly by both Parties, to require protection against unauthorised disclosure or loss and to which a security classification has been applied in accordance with the national laws and regulations of the Party or Parties;
- 2) **“Classified Contract”** means a contract or sub-contract, including any pre-contractual negotiations, which contains Classified Information or which involves access to, or the generation, use or transmission of Classified Information;
- 3) **“Competent Security Authority” or “CSA”** means a security authority in a Party which is responsible for ensuring the implementation and supervision of the provisions set out in this Agreement;

- 4) **“Contractor”** means any person or body with the legal capacity to enter into contracts;
- 5) **“Facility Security Clearance” or “FSC”** means a determination by a NSA or CSA of a Party that a Contractor has in place appropriate security measures within a specified facility to protect Classified Information up to and including a particular Security Classification Level;
- 5) **“National Security Authority” or “NSA”** means the government authority in a Party with ultimate responsibility for the security of Classified Information in accordance with the provisions of this Agreement. A NSA may also undertake some or all the responsibilities of the CSA;
- 7) **“Need to Know”** means the necessity for an individual to have access to Classified Information in connection with official duties and/or for the performance of a specific task;
- 8) **“Owner”** means the government authority in a Party which, in accordance with its national laws and regulations, is responsible for any decisions affecting its national Classified Information generated and/or exchanged under this Agreement. Contractors under the jurisdiction of a Party may generate and/or provide Classified Information, but they are not considered the Owner for the purposes of this Agreement;
- 9) **“Personnel Security Clearance or “PSC”** means a determination by a NSA or CSA that an individual has been security cleared to access and handle Classified Information up to and including a specified Security Classification Level in accordance with its national laws and regulations;
- 10) **“Providing Party”** means the Party, or a Contractor under its jurisdiction, which provides Classified Information to the Receiving Party under this Agreement.
- 11) **“Receiving Party”** means the Party, or a Contractor under its jurisdiction, which receives Classified Information from the Providing Party under this Agreement;
- 12) **“Security Aspects Letter (SAL)” or “Security Classification Guide (SCG)”** means a document issued by the appropriate authority of either Party as part of any Classified Contract specifying the security requirements and/or identifying those aspects requiring security protection;

- 13) **“Security Classification Level”** means a category assigned to Classified Information which indicates its sensitivity, the degree of damage that might arise in the event of its unauthorised disclosure or loss and the level of protection to be applied to it by the Parties;
- 14) **“Security Incident”** means an act or omission contrary to national laws and regulations which may or does result in the unauthorised access, disclosure, loss, destruction or compromise of Classified Information that has been generated and/or exchanged under this Agreement;
- 15) **“Third Party”** means any State, including legal entities and individuals under its jurisdiction, or International Organisation, which is not a party to this Agreement.

ARTICLE 3

Security Authorities

1. The NSAs designated by the Parties are:

In the United Kingdom of Great Britain and Northern Ireland	In the Kingdom of Spain
Government Security Secretariat Cabinet Office 70 Whitehall London SW1A 2AS United Kingdom	Secretario de Estado, Director del Centro Nacional de Inteligencia Oficina Nacional de Seguridad Avda. Padre Huidobro, s/n 28023 Madrid España

2. Each NSA shall notify the other NSA in writing of the relevant CSAs in their country before the Agreement enters into force.
3. Each NSA shall notify the other NSA in writing of any significant changes to their respective NSAs/CSAs.

ARTICLE 4

Security Classification Levels

1. Any Classified Information provided under this Agreement shall be marked with the appropriate Security Classification Level according to the national laws and regulations of the Providing Party. The Receiving Party shall not re-mark Classified Information received from the Providing Party.

2. The Parties agree that the Security Classification Levels shall correspond to one another as follows and be considered as equivalent:

For the United Kingdom of Great Britain and Northern Ireland	For the Kingdom of Spain
UK TOP SECRET	SECRETO
UK SECRET	RESERVADO
No equivalent (see paragraph 3 of this Article)	CONFIDENCIAL
UK OFFICIAL-SENSITIVE	DIFUSIÓN LIMITADA

3. The UK shall afford CONFIDENCIAL Classified Information an equivalent level of protection as it would Classified Information at the level of UK SECRET.

4. The Receiving Party shall ensure that the Security Classification Levels assigned to Classified Information provided by the Providing Party are not altered or revoked, except with the prior written authorisation of the Owner.

ARTICLE 5

Security Measures

1. The Parties shall take all appropriate measures applicable under their national laws and regulations to protect Classified Information exchanged and/or generated under this Agreement.

2. The Providing Party shall ensure that the Receiving Party is informed of:

- a) the Security Classification Level of the Classified Information provided and any conditions of release or limitations on its use; and
- b) any subsequent change in the Security Classification Level of the Classified Information provided.

3. When Classified Information is provided the Receiving Party shall:

- a) in accordance with its national laws and regulations, afford such Classified Information a level of protection at least equal to that which it affords its own Classified Information at the corresponding Security Classification Level;
- b) if deemed appropriate, ensure that such Classified Information is annotated with its own corresponding Security Classification Level;

- c) ensure that such Classified Information is used solely for the purpose for which it has been provided (unless the Owner expressly consents in writing to a further or different specified use); and
 - d) subject to Article 7 of this Agreement, not disclose Classified Information to a Third Party, without the prior written approval of the Owner.
4. In order to achieve and maintain comparable standards of security, each NSA shall, on request, provide the other with information about its security policies, standards, procedures and practices for safeguarding Classified Information, and shall for this purpose facilitate visits by the other NSA, or a CSA from the other Party as appropriate.

ARTICLE 6

Access to Classified Information

1. No individual shall be entitled to access Classified Information solely by virtue of his or her rank, position or a PSC.
2. Access to Classified Information marked UK TOP SECRET, SECRETO, UK SECRET, RESERVADO or CONFIDENCIAL shall be limited to individuals who have a Need to Know and been granted an appropriate PSC. Such individuals shall be briefed on their responsibilities for the protection of Classified Information prior to being granted access.
3. When an individual with a PSC issued by the Kingdom of Spain to the level of CONFIDENCIAL requires access to Spanish Classified Information at the level CONFIDENCIAL the UK shall permit access to this information in facilities under the jurisdiction of the UK.
4. For UK and Spanish nationals residing in their own country and requiring access to Classified Information the responsibility for undertaking the PSC process rests with their respective NSA or CSA.
5. For UK and Spanish nationals residing in the country of the other Party and requiring access to Classified Information the PSC process may be undertaken by the respective NSA or CSA of the country of residence, with assistance from the other Party, if necessary.
6. Access to Classified Information marked UK TOP SECRET or SECRETO by an individual holding a PSC to that level and holding single UK or Spanish nationality, or dual UK and Spanish nationality, may be granted without the prior written authorisation of the Owner.

7. Access to Classified Information marked UK TOP SECRET or SECRETO by an individual holding a PSC to that level and not holding the nationalities as set out in paragraph 5 of this Article shall require the prior written authorisation of the Owner.

8. Access to Classified Information marked UK SECRET, RESERVADO or CONFIDENCIAL by an individual holding a PSC to that level and holding single UK or Spanish nationality, or holding dual nationality where at least one component is UK or Spanish, may be granted without the prior written authorisation of the Owner.

9. Access to Classified Information marked UK SECRET, RESERVADO or CONFIDENCIAL by an individual holding a PSC to that level and not holding the nationalities as set out in paragraph 8 of this Article shall require the prior written authorisation of the Owner.

10. Access to defence Classified Information marked UK SECRET, RESERVADO or CONFIDENCIAL by an individual holding a PSC to that level and holding a nationality as set out in Article 23(4) and (5) of the Framework Agreement concerning Measures to Facilitate the Restructuring and Operation of the European Defence Industry, signed at Farnborough on 27 July 2000, may be granted without the prior authorisation of the Owner.

11. A PSC is not required for access to Classified Information marked UK OFFICIAL-SENSITIVE or DIFUSIÓN LIMITADA. Such access shall be limited to individuals who have a Need to Know, and who have been briefed on their responsibilities and obligations to protect such Classified Information.

ARTICLE 7

Restrictions on Use and Disclosure

1. Subject to the provisions of paragraph 3 of this Article, and to the national laws and regulations of the Receiving Party, Classified Information provided under this Agreement shall not be disclosed to Third Parties without the prior written approval of the Owner.

2. Unless prior written consent is given to the contrary by the Owner, the Receiving Party shall not use, or permit the use of, any Classified Information received from the Providing Party except for the purposes for which it is provided and within any limitations stated by or on behalf of the Owner.

3. Within the scope of national laws and regulations the Receiving Party shall take all reasonable steps available to it to keep Classified Information free from disclosure. If there is any request to disclose any Classified Information provided under this Agreement the Receiving Party shall immediately notify the Owner in writing, and both Parties shall consult each other in writing before a disclosure decision is taken by the Receiving Party.

ARTICLE 8

Transmission of Classified information

1. If Classified Information marked UK TOP SECRET or SECRETO is to be transmitted physically between the Parties it shall be by Government-to-Government channels in accordance with the national laws and regulations of the Providing Party. As a minimum such Classified Information shall be hand carried by, and under the sole control of, a Government courier granted a PSC to the level UK TOP SECRET or SECRETO.

2. If Classified Information marked UK SECRET, RESERVADO or CONFIDENCIAL is to be transmitted physically between the Parties, it shall normally be sent by Government-to-Government channels. However other channels may be mutually agreed by the NSAs or relevant CSAs in accordance with the national laws and regulations of the Providing Party.

3. The Receiving Party shall confirm in writing the receipt of Classified Information marked UK TOP SECRET, SECRETO, UK SECRET, RESERVADO or CONFIDENCIAL. To facilitate this, the Providing Party shall include with the Classified Information a receipt to be signed by the Receiving Party and returned to the Providing Party by a specified date.

4. Classified Information at the CONFIDENCIAL level may be transmitted between the Parties and their Contractors via a commercial courier company authorised by the Spanish NSA or CSA in accordance with its national laws and regulations.

5. If Classified Information marked UK OFFICIAL-SENSITIVE or DIFUSIÓN LIMITADA is to be transmitted physically between the Parties, it shall be in accordance with the national laws and regulations of the Providing Party, which includes the use of international postal services or commercial courier companies.

6. Where large volumes of Classified Information are to be transmitted between the Parties as freight, the means of transport, the route and any escort requirements shall be the subject of a transportation plan mutually agreed in advance by the NSAs or relevant CSAs of the Parties.

7. If Classified Information is to be transmitted electronically between the Parties it shall not be sent in clear text. Such transmissions shall be protected by cryptographic means that are mutually accepted by the NSAs or CSAs of both Parties. Exceptionally, and if the Owner approves, Classified Information at the UK OFFICIAL-SENSITIVE or DIFUSIÓN LIMITADA level may be transmitted in clear text if suitable cryptographic means are not available.

ARTICLE 9

Translation, Reproduction and Destruction of Classified Information

1. All translations and reproductions of Classified Information provided in accordance with this Agreement shall retain the original Security Classification Level and be protected accordingly.

2. Translations shall contain a suitable annotation, in the language into which they have been translated, indicating that they contain Classified Information of the other Party.

3. Classified Information marked UK TOP SECRET or SECRETO shall not be reproduced or translated by the Receiving Party without the prior written approval of the Owner.

4. Translations and reproductions shall be limited to the minimum required for an official purpose, and shall be made only by individuals with a Need to Know and who hold a PSC to the Security Classification Level of the Classified Information being reproduced or translated.

5. When no longer required, Classified Information that has been provided under this Agreement shall be destroyed in accordance with the standards which the Receiving Party would apply to its Classified Information at the equivalent Security Classification Level. For Classified Information at the UK TOP SECRET or SECRETO level a record shall be retained by the Receiving Party that includes the signatures of two individuals with PSCs at the UK TOP SECRET or SECRETO level confirming that the Classified Information has been securely destroyed.

6. If a crisis situation makes it impossible to protect Classified Information provided under this Agreement then it shall be destroyed as soon as is practicable by using any appropriate means to avoid a Security Incident. In a crisis situation the requirement as set out in paragraph 5 of this Article for the destruction of UK TOP SECRET or SECRETO Classified Information to be witnessed by two individuals with a UK TOP SECRET or SECRETO level PSC can be waived. The Receiving Party shall notify the NSA or relevant CSA of the Providing Party in writing should UK TOP SECRET, SECRETO, UK SECRET or RESERVADO Classified Information provided under this Agreement need to be destroyed in a crisis situation.

7. The Providing Party may prohibit the creation of translations or reproductions, or the alteration or destruction of Classified Information by giving it an appropriate marking or by attaching a written notice.

ARTICLE 10

Security Co-operation

1. When the NSA or a CSA of a Party requires confirmation of the FSC of a Contractor in the other Party, it shall submit a formal written request to the NSA or a CSA of that Party, providing at least the following information:

- a) Name of the Contractor;
- b) Address of the Contractor; and
- c) Reason for the request.

2. When the NSA or CSA of a Party requires confirmation of a PSC of an individual in the other Party, it shall submit a formal written request to the NSA or CSA of that Party, providing at least the following information:

- a) Name of the individual;
- b) Date and place of birth;
- c) Nationality of the individual; and
- d) Name of the organisation which employs the individual.

3. On receipt of such a request described in paragraph 1 or 2 of this Article, the NSA or CSA shall notify the requesting NSA or CSA of the FSC or PSC status of the relevant Contractor or individual and the validity of the FSC or date of expiry of the PSC.

4. If the Contractor or individual does not currently hold a FSC or PSC, or the clearance is at a lower level than that required, the NSA or CSA receiving the request shall inform the requesting NSA or CSA of that fact. If required in the original request the notification from the relevant NSA or CSA shall also state whether action is being taken to issue a FSC or PSC to the required level.

5. The NSAs or CSAs shall assist each other in carrying out FSC and PSC security investigations on request and in accordance with national laws and regulations.

6. If information comes to the attention of the NSA or CSA which provided confirmation of a FSC or PSC raising doubt about the relevant Contractor's or individual's current security clearance status, that NSA or CSA shall notify the requesting NSA or CSA as soon as is practicable. The NSA or CSA which provided the FSC or PSC confirmation shall conduct a review promptly and shall notify the requesting NSA or CSA whether any changes in respect of the Contractor's FSC or individual's PSC status are proposed.

7. A NSA or CSA may, on providing a valid reason, request the NSA or a CSA of the other Party to undertake a review of any FSC or PSC it has granted. On completion of such a review, the NSA or CSA shall notify the requesting NSA or CSA of the results of the review and, where appropriate, any subsequent action taken.

8. If, in accordance with national laws and regulations, a NSA or CSA withdraws or downgrades an existing FSC or PSC issued to a Contractor or individual for which or for whom a confirmation has been provided, the NSA or CSA of the other Party shall be notified in writing as soon as is practicable.

ARTICLE 11

Classified Contracts

1. If the NSA or a CSA of one Party proposes to place, or a Contractor under its jurisdiction proposes to place, a Classified Contract involving Classified Information marked UK TOP SECRET, SECRETO, UK SECRET, RESERVADO or CONFIDENCIAL with a Contractor under the jurisdiction of the other Party, it shall first obtain written confirmation from the NSA or a CSA in the other Party, in accordance with Article 10 of this Agreement, that the Contractor has been granted an FSC and/or PSC to the appropriate Security Classification Level.

2. The NSA or CSA which has granted a FSC or PSC shall be responsible for ensuring that the security conduct of that Contractor is in accordance with its national laws and regulations.

3. A FSC and/or PSC is not required for Classified Contracts that are limited to Classified Information at the UK OFFICIAL-SENSITIVE or DIFUSIÓN LIMITADA level.

4. Classified Contracts involving Classified Information marked UK TOP SECRET, SECRETO, UK SECRET, RESERVADO or CONFIDENCIAL shall contain a security requirements clause incorporating at least the following:

- a) The definition of the term "Classified Information" and the equivalent Security Classification Levels of the Parties in accordance with the provisions of Article 4 of this Agreement;

- b) A statement that Classified Information generated and/or exchanged as a consequence of the Contract shall be protected by the Contractor in accordance with the applicable national laws and regulations;
- c) The requirement that the Contractor shall disclose Classified Information only to individuals who have a Need to Know, have been granted a PSC to the Security Classification Level required, have been briefed on their responsibilities and have been charged with the performance of any tasks or duties in relation to the Classified Contract;
- d) The requirement that, subject to sub-paragraph c) above, the Contractor shall not disclose, or permit the disclosure of, Classified Information relating to the Classified Contract to a Third Party;
- e) The requirement that Classified Information relating to the Classified Contract is to be used solely for the purpose for which it has been provided, or as further expressly authorised in writing by the Owner;
- f) The procedures and mechanisms for communicating changes that may arise in respect of the Classified Information, including changes in its Security Classification Level;
- g) The channels to be used for the transmission of Classified Information, which shall be in accordance with the requirements of Article 8 of this Agreement;
- h) The procedures for the translation, reproduction and destruction of Classified Information, which shall be in accordance with the requirements of Article 9 of this Agreement;
- i) The procedures for the approval of visits associated with the Classified Contract activity by personnel of one Party to the other Party, which shall be in accordance with Article 12 of this Agreement;
- j) The details of the NSA or CSA authorised to agree the release and oversee the safeguarding of Classified Information related to the Classified Contract; and
- k) The requirement that the Contractor shall immediately notify its NSA or CSA of any actual or suspected Security Incident concerning Classified Information relating to the Classified Contract and take all reasonable steps to assist in mitigating the effects of such a Security Incident.

5. Classified Contracts involving Classified Information marked UK TOP SECRET, SECRETO, UK SECRET, RESERVADO or CONFIDENCIAL shall contain a SAL or a SCG which identifies the security requirements and/or classified aspects of the contract. The Party awarding the Classified Contract shall notify the Contractor should the security requirements change or of any changes to the Security Classification Level of the classified aspects.
6. The relevant NSA or CSA of the Party authorising the award of the Classified Contract involving Classified Information marked UK TOP SECRET, SECRETO, UK SECRET, RESERVADO or CONFIDENCIAL shall pass a copy of the relevant parts of the Classified Contract and the SAL or SCG to the relevant NSA or CSA of the Receiving Party to facilitate their security monitoring of the contract.
7. Classified Contracts which contain or relate to Classified Information marked no higher than UK OFFICIAL-SENSITIVE or DIFUSIÓN LIMITADA shall contain an appropriate security clause, to define the minimum security requirements to be applied by the Contractor for the protection of such Classified Information that is either received or produced in the course of the Contract. Such a security clause may include those appropriate provisions as specified in paragraph 4 of this Article.
8. For Classified Contracts involving jointly generated Classified Information the relevant NSAs or CSAs may consult each other and shall mutually agree the provisions of the security requirements clause to be included in the Classified Contract.

ARTICLE 12

Visits

1. If a Government official from a Party is required to visit a Government facility of the other Party where access to Classified Information marked UK TOP SECRET, SECRETO, UK SECRET, RESERVADO or CONFIDENCIAL is involved, the visitor shall ensure that details of their PSC are provided to the host facility prior to the visit.
2. If a Government official from a Party is required to visit a Contractor facility of the other Party or a Contractor under the jurisdiction of an NSA or CSA of one Party is required to visit a Government or Contractor facility where access to Classified Information marked UK TOP SECRET, SECRETO, UK SECRET, RESERVADO or CONFIDENCIAL will be involved, the procedure as set out in paragraphs 3, 4 and 5 of this Article shall be applied.

3. Requests for visits as referred to in paragraph 2 of this Article shall be submitted by the visitor's NSA or CSA to the NSA or CSA of the host facility at least 20 working days in advance of the proposed visit (or as otherwise agreed between the NSAs or relevant CSAs) and shall include at least the following information:

- a) Visitor's full name, date and place of birth, nationality, passport (or other relevant identity document) number;
- b) Official title of the visitor, the name of the organisation the visitor represents and, if applicable, a description of the Classified Contract/programme in which they are participating and which is the subject of the visit;
- c) Date and duration of the requested visit or visits. In the case of recurring visits the total period covered by the visits shall be stated;
- d) Purpose of the visit(s) and subject(s) to be discussed;
- e) Name, address, phone number, fax number (if applicable), and e-mail address of the point of contact of the facility to be visited;
- f) Name(s) of the individual(s) in the host facility to be visited;
- g) The anticipated level of Classified Information to be discussed or accessed;
- h) Confirmation and date of expiry of the visitor's PSC; and
- i) A dated signature of a representative of the visitor's NSA or CSA.

4. Visits shall only take place when the proposed visit has been authorised by the host facility's NSA or CSA.

5. For specific Classified Contracts/programmes it may be possible, subject to the approval of the NSAs or relevant CSAs of both Parties, to establish a recurring visitor list. Such a list allows specified individuals to visit a specified facility more than once without further written authorisation, and shall be valid for a period not exceeding 12 months (from the date of authorisation). Such a list shall be submitted and approved in accordance with paragraphs 3 and 4 of this Article. Once such a list has been approved by the host NSA or CSA, visit arrangements may be agreed directly between the facilities involved.

6. The relevant NSAs or CSAs of the Parties may determine that alternative visit procedures to those set out in paragraphs 3, 4 and 5 of this Article may be adopted for specific Classified Contracts or classified programmes. Such arrangements shall be agreed and documented in Programme Security Instructions.

7. Visits by Government officials or Contractor personnel to either Government or Contractor facilities relating to defence Classified Information marked UK SECRET, RESERVADO or CONFIDENCIAL which has been pre-determined as sharable shall be undertaken in accordance with Article 26 of the Framework Agreement concerning Measures to Facilitate the Restructuring and Operation of the European Defence Industry, signed at Farnborough on 27 July 2000.
8. All visitors shall be required to comply with the national laws and regulations of the host facility concerning the protection of Classified Information.
9. Any Classified Information which is provided to visitors, or which may come to their notice during the course of their visit, shall be treated in accordance with the provisions of this Agreement.
10. Visits relating to Classified Information at the UK OFFICIAL-SENSITIVE or DIFUSIÓN LIMITADA levels shall be arranged directly between the facility in the country of the Party undertaking the visit and the host facility to be visited.

ARTICLE 13

Security Incidents

1. Any actual or suspected Security Incident concerning Classified Information of the other Party (including jointly generated Classified Information) shall be investigated by the Party where the incident occurs.
2. If a Security Incident concerning Classified Information of the other Party (including jointly generated Classified Information) is confirmed the NSA or CSA of the Party where the incident occurred shall take appropriate measures according to its national laws and regulations to limit the consequences. Where appropriate, the NSA or CSA shall institute disciplinary and/or legal proceedings in accordance with its national laws and regulations.
3. If a Security Incident results in the actual or suspected unauthorised disclosure or loss of Classified Information of the other Party (including jointly generated Classified Information) the NSA or CSA of the Party where the Security Incident occurred shall inform the other NSA or CSA of the outcome of the investigation in writing as soon as possible and of any actions taken to prevent a recurrence.

ARTICLE 14

Costs

In the case of any cost, each Party shall bear its own costs incurred in the course of implementing its obligations under this Agreement.

ARTICLE 15

Resolution of Disputes

Any dispute or disagreement between the Parties on the interpretation or application of this Agreement, or any other dispute or disagreement arising out of this Agreement, shall be resolved exclusively by means of consultation between the Parties without recourse to outside jurisdiction.

ARTICLE 16

Final Provisions

1. Each Party shall notify the other Party in writing once the national measures necessary for entry into force of this Agreement have been completed. This Agreement shall enter into force on the first day of the second month following the receipt of the later notification.

2. Notwithstanding Article 17, paragraph 1 of the General Security Agreement between the United Kingdom of Great Britain and Northern Ireland and the Kingdom of Spain concerning the Protection of Classified Information between the two countries, signed in Madrid on 26 February 2009, the Parties agree that this will be terminated upon the entry into force of this Agreement.

3. Classified Information marked UK CONFIDENTIAL or UK RESTRICTED that was generated and/or exchanged under the General Security Agreement referred to in paragraph 2 of this Article shall continue to be protected as CONFIDENCIAL and DIFUSIÓN LIMITADA respectively unless otherwise notified by the UK Owner. Classified Information marked UK SECRET, RESERVADO or CONFIDENCIAL that was generated and/or exchanged under the General Security Agreement referred to in paragraph 2 of this Article shall be protected in accordance with the provisions of this Agreement.

4. This Agreement may be amended by the mutual, written consent of the Parties. Either Party may propose amendments to this Agreement at any time. If one Party so proposes, the Parties shall begin consultations on the amendment of this Agreement. Agreed amendments shall enter into force under the conditions laid down in paragraph 1 of this Article.

5. The NSAs or CSAs of the Parties may conclude Implementing Arrangements pursuant to this Agreement.

6. This Agreement shall remain in force until further notice. A Party may terminate this Agreement by written notification delivered to the other Party through diplomatic channels, the termination taking effect 6 months after such notification is received. If this Agreement is terminated, any Classified Information already generated and/or exchanged under this Agreement shall be protected by the Parties in accordance with this Agreement for as long as the information remains classified.

7. After the entry into force of this Agreement, the Party in whose territory the Agreement is concluded shall take immediate measures so as to have this Agreement registered by the Secretariat of the United Nations in accordance with Article 102 of the UN Charter. The other Party shall be notified of the registration and of the registration number in the UN Treaty Series as soon as the UN Secretariat has issued it.

In witness whereof the duly authorised representatives of the Parties have signed this Agreement,

In Madrid on the fifth day of February, 2015¹

in two original copies, in the English and Spanish languages, each text being equally authentic.

**For the United Kingdom of Great
Britain and Northern Ireland:**

PATRICK McGUINNESS

For the Kingdom of Spain:

FÉLIX SANZ ROLDÁN

¹ The date shown on the Country Series Command Paper (Cm 9130) is incorrectly shown as 5 January 2015.

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