

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 2019 Nr. 169

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## A. TITEL

*Verdrag tussen het Koninkrijk der Nederlanden en het Koninkrijk België inzake de uitwisseling en wederzijdse beveiliging van gerubriceerde gegevens (met Bijlage);  
Brussel, 5 november 2019*

Voor een overzicht van de verdragsgegevens, zie verdragsnummer 012020 in de Verdragenbank.

## B. TEKST

### **Agreement between the Kingdom of the Netherlands and the Kingdom of Belgium concerning the exchange and mutual protection of classified information**

The Kingdom of The Netherlands

and

The Kingdom of Belgium,

Hereinafter referred to as "the Parties",

Wishing to ensure the mutual protection of Classified Information exchanged between them or between legal entities or individuals under their jurisdiction, or generated in the framework of a bilateral program under this Agreement have, in the interests of national security, agreed upon the following.

#### Article 1

##### *Purpose*

The purpose of this Agreement is to ensure the protection of Classified Information exchanged between the Parties or between legal entities or individuals under their jurisdiction, or generated in the framework of a bilateral program under this Agreement. The Agreement sets out the security procedures and arrangements for such protection.

#### Article 2

##### *Definitions*

For the purpose of this Agreement:

**"Classified Contract"** means a contract or sub-contract, including any pre-contractual negotiations, which contains or involves access to and handling of Classified Information.

**"Classified Information"** means any information that, regardless of its nature, requires protection against unauthorised disclosure, misappropriation or loss, and to which a security classification has been applied under national laws and regulations of one or both of the Parties.

**"Competent Security Authority"** means the government authority in a Party responsible for the implementation and supervision of this Agreement.

**"Contractor"** means any individual or legal entity with the capacity to enter into contracts.

**"Facility Security Clearance"** means the positive determination by the Competent Security Authority that a Contractor has in place appropriate security measures to access and handle Classified Information, in accordance with national laws and regulations.

**“Kingdom of the Netherlands”** means the European part of the Netherlands and the Caribbean part of the Netherlands (the islands of Bonaire, Sint Eustatius and Saba).

**“Need-to-know”** means the requirement for an individual or a legal entity to access Classified Information to perform official tasks or services.

**“Originating Party”** means the government authority in a Party which is responsible for any decisions affecting its national Classified Information generated and/or provided under this Agreement.

**“Personnel Security Clearance”** means the positive determination by the competent authority that an individual has been security cleared to access and handle Classified Information, in accordance with its national laws and regulations.

**“Providing Party”** means the Party or Contractor under its jurisdiction, which provides Classified Information to the Receiving Party under this Agreement.

**“Receiving Party”** means the Party or Contractor under its jurisdiction, which receives Classified Information from the Providing Party under this Agreement.

**“Security Classification Guide”** means a document associated with a Classified Contract that identifies each part of that Classified Contract which contains Classified Information.

**“Security Incident”** means an act or an omission which results in the unauthorised access, disclosure, loss or compromise of Classified Information.

**“Third Party”** means any international organisation or state, including legal entities or individuals under its jurisdiction, which is not a Party to this Agreement.

### Article 3

#### *Competent security authorities*

1. The Competent Security Authorities of the Parties are listed in Annex 1 of this Agreement.
2. The Competent Security Authorities shall provide each other with official contact details.

### Article 4

#### *Security classification levels*

The security classification levels shall correspond to one another as follows and be considered as equivalent:

For the Kingdom of the Netherlands	For the Kingdom of Belgium	
	IN DUTCH LANGUAGE	IN FRENCH LANGUAGE
Stg ZEER GEHEIM	ZEER GEHEIM	TRES SECRET
Stg GEHEIM	GEHEIM	SECRET
Stg CONFIDENTIEEL	VERTROUWELIJK	CONFIDENTIEL
DEPARTEMENTAAL VERTROUWELIJK	(see note hereunder)	(see note hereunder)

Information received from the Netherlands classified as “DEPARTEMENTAAL VERTROUWELIJK” shall be handled as “BEPERKTE VERSPREIDING/DIFFUSION RESTREINTE” in the Kingdom of Belgium.

Information received from Belgium marked as “BEPERKTE VERSPREIDING/DIFFUSION RESTREINTE” shall be handled as “DEPARTEMENTAAL VERTROUWELIJK” in the Netherlands.

### Article 5

#### *Access to classified information*

1. Access to Classified Information at the level of VERTROUWELIJK/CONFIDENTIEL/Stg CONFIDENTIEEL or above is limited to individuals who have a Need-to-know, are briefed on their responsibilities and hold a Personnel Security Clearance in accordance with national laws and regulations.
2. Access to Classified Information at the level of TRÈS SECRET/ZEER GEHEIM/Stg ZEER GEHEIM, SECRET/GEHEIM/Stg GEHEIM or CONFIDENTIEL/VERTROUWELIJK/Stg CONFIDENTIEEL by an individual holding a Personnel Security Clearance to that level and holding single Belgian or Dutch nationality, or dual Belgian or Dutch nationality, may be granted without the prior written authorisation of the Originating Party.
3. Access to Classified Information at the level of TRÈS SECRET/ZEER GEHEIM/ Stg ZEER GEHEIM, SECRET/GEHEIM/Stg GEHEIM, or CONFIDENTIEL/VERTROUWELIJK/Stg CONFIDENTIEEL by an individual holding a Personnel Security Clearance to that level and not holding the nationalities as set out in paragraph 2 of this Article shall require the prior written authorisation of the Originating Party.

4. Access to Information at the level of BEPERKTE VERSPREIDING/DIFFUSION RESTREINTE and DEPARTEMENTAAL VERTROUWELIJK is limited to individuals who have a Need-to-know and are briefed on their responsibilities in accordance with national laws and regulations.

## Article 6

### *Security measures*

1. The Parties shall take all appropriate measures applicable under their national laws and regulations to protect Classified Information generated and/or provided under this Agreement.
2. The Parties shall take all appropriate measures to ensure that the Providing Parties:
  - a) mark Classified Information with the appropriate classification marking in accordance with its national laws and regulations;
  - b) inform the Receiving Party of any conditions of release or limitations on the use of the Classified Information provided;
  - c) inform the Receiving Party of any subsequent change in the security classification level of the Classified Information provided.
3. The Parties shall take all appropriate measures to ensure that the Receiving Parties shall:
  - a) afford the same level of protection to Classified Information as afforded to its national Classified Information of an equivalent security classification level;
  - b) if deemed appropriate, ensure that Classified Information is marked with its own corresponding security classification level;
  - c) ensure that the security classification levels assigned to Classified Information are not altered or revoked without the prior written consent of the Originating Party;
  - d) ensure that Classified Information is not disclosed or released to a Third Party without the prior written consent of the Originating Party;
  - e) use Classified Information solely for the purpose it has been provided for and in accordance with handling requirements of the Originating Party.

## Article 7

### *Security co-operation*

1. In order to maintain comparable standards of security, the Competent Security Authorities shall, on request, inform each other about their security regulations, policies and practices for protecting Classified Information.
2. On request of the Competent Security Authority of one Party, the Competent Security Authority of the other Party shall issue a written confirmation that a valid Personnel or Facility Security Clearance has been issued.
3. The Competent Security Authorities shall assist each other in carrying out Facility Security Clearance and Personnel Security Clearance investigations on request and in accordance with national laws and regulations.
4. The Competent Security Authorities shall promptly notify each other in writing about changes in recognised Personnel Security Clearances and Facility Security Clearances for whom or for which a confirmation has been provided.
5. The co-operation under this Agreement shall be effected in English.

## Article 8

### *Classified contracts*

1. If a Party or a Contractor under its jurisdiction proposes to place a Classified Contract with a Contractor under the jurisdiction of the other Party, it shall first obtain written confirmation from the other Party that the Contractor has been granted a Facility Security Clearance and/or Personnel Security Clearance to the appropriate security classification Level.
2. The Competent Security Authority shall ensure that the Contractor:
  - a) holds an appropriate Facility Security Clearance in order to protect the Classified Information;
  - b) ensures that the individuals requiring access to Classified Information hold the appropriate Personnel Security Clearance;

- c) ensures that all individuals granted access to Classified Information are informed of their responsibilities to protect Classified Information in accordance with the conditions defined in this Agreement and with national laws and regulations;
  - d) monitors the security conduct within its facilities;
  - e) notifies promptly its Competent Security Authority of any Security Incident relating to the Classified Contract.
3. Every Classified Contract concluded in accordance with this Agreement shall include a security requirements chapter which identifies the following aspects:
- a) a Security Classification Guide;
  - b) a procedure for communication of changes in the security classification level;
  - c) the channels and procedures to be used for the transport and/or transmission of Classified Information;
  - d) the contact details of the Competent Security Authorities responsible for overseeing the protection of Classified Information related to the Classified Contract;
  - e) the obligation to notify any Security Incidents.
4. The Competent Security Authority of the Party authorising the award of the Classified Contract shall forward a copy of the security requirements chapter to the Competent Security Authority of the Receiving Party, to facilitate the security oversight of the contract.
5. The procedures for the approval of visits associated with Classified Contract activities by personnel of one Party to the other Party, shall be in accordance with Article 11 of this Agreement.

#### Article 9

##### *Transmission of classified information*

- 1. Classified Information shall be transmitted in accordance with national laws and regulations of the Providing Party or as otherwise agreed between the Competent Security Authorities.
- 2. The Parties may transmit Classified Information protected by cryptographic means in accordance with procedures approved by the competent authorities.

#### Article 10

##### *Reproduction, translation and destruction of classified information*

- 1. Reproductions and translations of Classified Information shall bear appropriate security classification markings and shall be protected in the same way as the original Classified Information.
- 2. Translations or reproductions shall be limited to the minimum required for an official purpose and shall be made only by individuals who hold a Personnel Security Clearance to the equivalent Security Classification Level of the Classified Information being translated or reproduced.
- 3. Translations shall contain a suitable annotation in the language in which they have been translated, indicating that they contain Classified Information of the Providing Party.
- 4. Classified Information at the level of ZEER GEHEIM/TRES SECRET/Stg ZEER GEHEIM shall not be translated or reproduced without the prior written consent of the Originating Party.
- 5. Classified Information at the level of ZEER GEHEIM/TRES SECRET/Stg ZEER GEHEIM shall not be destroyed without the prior written consent of the Originating Party. It shall be returned to the Originating Party after it is no longer considered necessary by the Parties.
- 6. Classified Information at the level of GEHEIM/SECRET/Stg GEHEIM, or with a lower classification level shall be destroyed after it is no longer considered necessary by the Receiving Party, in accordance with its national laws and regulations.
- 7. If a crisis situation makes it impossible to protect Classified Information provided under this Agreement, the Classified Information shall be destroyed immediately. The Receiving Party shall notify promptly in writing the Competent Security Authority of the Providing Party about the destruction of this Classified Information.

## Article 11

### *Visits*

1. Visits requiring access to Classified Information are subject to the prior written consent of the respective Competent Security Authority, unless otherwise agreed between the Competent Security Authorities.
2. The visitor shall submit the request for visit at least twenty days in advance of the proposed date of the visit to his Competent Security Authority, which shall forward it to the Competent Security Authority of the other Party. In urgent cases, the request for visit may be submitted at a shorter notice, subject to prior coordination between the Competent Security Authorities.
3. A request for visit shall include:
  - a) Surname and first name of the visitor, date and place of birth, nationality and passport/ID card number;
  - b) official title of the visitor and name of the organization the visitor represents;
  - c) confirmation of the visitor's Personnel Security Clearance and its validity;
  - d) date and duration of the visit. In the case of recurring visits the total period covered by the visits shall be stated;
  - e) purpose of the visit and the anticipated Security Classification Level of Classified Information to be discussed or accessed;
  - f) name, address, phone/fax number, e-mail address and point of contact of the facility to be visited;
  - g) dated and stamped signature of a representative of the visitor's Competent Security Authority.
4. The Competent Security Authorities may agree on a list of visitors entitled to recurring visits. The Competent Security Authorities shall agree on the further details of the recurring visits.
5. Classified Information provided to or acquired by a visitor shall be treated in accordance with provisions of this Agreement.

## Article 12

### *Security incident*

1. The Competent Security Authorities shall immediately inform each other in writing of any actual or suspected Security Incident involving Classified Information of the other Party.
2. The competent authorities of the Receiving Party shall investigate immediately any actual or suspected Security Incident. The competent authorities of the Originating Party shall, if required, cooperate in the investigation.
3. The Competent Security Authority shall take appropriate measures according to its national laws and regulations to limit the consequences of the incident and to prevent a recurrence. The Competent Security Authority of the other Party shall be informed of the outcome of the investigation and, if any, of measures taken.

## Article 13

### *Costs*

Each Party shall bear its own costs incurred in the course of implementing its obligations under this Agreement.

## Article 14

### *Dispute resolution*

Any dispute on the interpretation or application of this Agreement shall be settled exclusively through negotiation between the Parties.

## Article 15

### *Relation to other agreements*

This Agreement does not prevail over any international agreement that has already been or may be entered into and that specifically governs a transaction otherwise governed by this Agreement.

## Article 16

### *Implementing arrangements*

The Competent Security Authorities may conclude implementing arrangements pursuant to this Agreement.

## Article 17

### *Final provisions*

1. This Agreement is concluded for an indefinite period of time. Each Party shall notify the other Party through diplomatic channels 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. This Agreement may be amended with the mutual consent of the Parties. Either Party may propose amendments to this Agreement at any time. Such amendments shall enter into force under the conditions laid down in paragraph 1 of this Article, with the exception of an amendment of the Annex, which amendment shall enter into force on a date to be agreed upon by the Parties.
3. A Party may terminate this Agreement in writing at any time. In this case, the Agreement shall expire six months after receipt of the notification.
4. Regardless of the termination of this Agreement, all Classified Information released or generated under this Agreement shall be protected in accordance with this Agreement for as long as it remains classified.

IN WITNESS whereof the representatives of the Parties, duly authorised thereto, have signed this Agreement.

DONE in Brussels on the 5<sup>th</sup> day of November 2019, in two original copies, in the English language.

*For the Kingdom of the Netherlands,*

MARYEM VAN DEN HEUVEL

*For the Kingdom of Belgium,*

THOMAS BAEKELANDT

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## ANNEX I

The Competent Security Authority for the Kingdom of the Netherlands is:

National Security Authority (NSA)  
General Intelligence and Security Service  
Ministry of the Interior and Kingdom Relations

The Competent Security Authority for the Kingdom of Belgium is:

Nationale Veiligheidsbeveiliging/ Autorité Nationale de Sécurité  
Karmelietenstraat 15/ Rue de Petits Carmes 15  
B-1000 Brussel/ B-1000 Bruxelles

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## D. PARLEMENT

Het Verdrag, met Bijlage, heeft ingevolge artikel 91 van de Grondwet de goedkeuring van de Staten-Generaal, alvorens het Koninkrijk aan het Verdrag, met Bijlage, kan worden gebonden.

## G. INWERKINGTREDING

De bepalingen van het Verdrag, met Bijlage, zullen ingevolge artikel 17, eerste lid, in werking treden op de eerste dag van de tweede maand die volgt op de ontvangst van de laatste kennisgeving waarbij de partijen

elkaar er langs diplomatieke weg van in kennis hebben gesteld dat de nationale maatregelen die nodig zijn voor de inwerkingtreding van het Verdrag zijn voltooid.

Uitgegeven de *twaalfde* november 2019.

*De Minister van Buitenlandse Zaken,*

S.A. BLOK