

AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY
ON THE SECURITY OF INFORMATION

The Government of Japan and the Government of the Federal Republic of Germany (hereinafter referred to as "the Parties" and separately as a "Party"),

Wishing to ensure the reciprocal protection of classified information exchanged between the Parties,

Have agreed as follows:

Article 1

For the purposes of this Agreement:

- a) "Classified Information" means any information which is subject to a Security Classification and is protected against unauthorised disclosure in the interest of national security of the Providing Party subject to the applicable laws and regulations of the respective Parties. Classified Information, regardless of its form, is generated by, or for the use of, or under the jurisdiction of the Competent Authorities of the Providing Party;
- b) "Providing Party" means the Party which transmits, in any form, Classified Information to the Receiving Party;
- c) "Receiving Party" means the Party to which Classified Information is transmitted by the Providing Party;
- d) "Security Classification" means the identification assigned by a Party to indicate the necessary level of protection that information must be afforded;
- e) "Competent Authorities" means agencies of a Party which are designated by each Party as the authorities responsible, within their respective competence under the national laws and regulations, for the protection of Classified Information and Transmitted Classified Information as well as for performing the function provided for in this Agreement;

- f) "Transmitted Classified Information" means Classified Information which is transmitted directly or indirectly between the Parties. Classified Information becomes Transmitted Classified Information upon receipt by the Receiving Party. Transmitted Classified Information includes information which is generated by the Receiving Party using the original Transmitted Classified Information;
- g) "Personnel Security Clearance" means an eligibility for handling securely Classified Information and Transmitted Classified Information granted to individuals in accordance with each Party's appropriate procedures;
- h) "Need to Know" means the need to have access to Classified Information and Transmitted Classified Information for the performance of the officially assigned duties; and
- i) "Contractor" means an individual or an entity, including a subcontractor, that performs a contract involving the use of Transmitted Classified Information.

Article 2

Transmitted Classified Information shall be protected under the terms set forth in this Agreement, subject to the national laws and regulations of the Receiving Party.

Article 3

Each Party shall notify the other of any changes to its national laws and regulations that affect the protection of Transmitted Classified Information under this Agreement. In such a case, the Parties shall consult each other as provided for in Article 19, to consider possible amendments to this Agreement. In the interim, Transmitted Classified Information shall continue to be protected according to the provisions of this Agreement, subject to the national laws and regulations of the Receiving Party, unless otherwise approved in writing by the Providing Party.

Article 4

(1) Classified Information to be transmitted under this Agreement shall bear the marking of one of the following Security Classifications:

For the Government of Japan, Classified Information is marked GOKUHI (KIMITSU) 極秘 (機密), TOKUTEI HIMITSU (KIMITSU) 特定秘密 (機密), GOKUHI 極秘, TOKUTEI HIMITSU 特定秘密, or HI 秘.

For the Government of the Federal Republic of Germany, Classified Information is marked STRENG GEHEIM, GEHEIM, VS-VERTRAULICH or VS-NUR FÜR DEN DIENSTGEBRAUCH.

(2) For Classified Information where bearing a marking is not physically possible, the Providing Party shall inform the Receiving Party of its level of Security Classification in writing.

(3) The Receiving Party shall mark, where feasible, all Transmitted Classified Information with the name of the Providing Party and the corresponding Security Classification of the Receiving Party, as described in paragraph (4) of this Article.

(4) The corresponding Security Classifications are:

In Japan	In the Federal Republic of Germany
GOKUHI (KIMITSU) 極秘 (機密) or TOKUTEI HIMITSU (KIMITSU) 特定秘密 (機密)	STRENG GEHEIM
GOKUHI 極秘 or TOKUTEI HIMITSU 特定秘密	GEHEIM
HI 秘	VS-VERTRAULICH
No Corresponding Security Classification, but shall be protected as if it is HI 秘, unless otherwise advised by the Government of the Federal Republic of Germany.	VS-NUR FÜR DEN DIENSTGEBRAUCH

Article 5

(1) The National Security Authorities shall be:

For the Government of Japan:

Ministry of Foreign Affairs;

For the Government of the Federal Republic of Germany:

Federal Ministry of the Interior, Building and
Community.

(2) The National Security Authorities shall serve as a point of coordination and liaison with regard to the implementation and interpretation of this Agreement.

(3) The National Security Authorities and the Competent Authorities shall monitor the implementation of this Agreement within their competence.

(4) The Parties shall notify each other in writing of their respective Competent Authorities through diplomatic channels.

Article 6

(1) The Receiving Party shall not release Transmitted Classified Information to any third party without the prior written approval of the Providing Party, unless otherwise provided for in this Agreement.

(2) The Receiving Party shall, in accordance with its national laws and regulations, afford Transmitted Classified Information a level of protection equal to that which it affords its own Classified Information at the corresponding level of Security Classification.

(3) The Receiving Party shall not use Transmitted Classified Information for any purpose other than that for which it is provided without the prior written approval of the Providing Party.

(4) The Providing Party shall inform the Receiving Party of any subsequent change in the Security Classification of the Classified Information which it has provided to the Receiving Party.

Article 7

(1) No government official shall be entitled to have access to Transmitted Classified Information solely by virtue of rank, appointment, or a Personnel Security Clearance.

(2) Access to Transmitted Classified Information shall be granted only to those government officials who have Need to Know and who have been granted a Personnel Security Clearance in accordance with the national laws and regulations of the Receiving Party, or to individuals who are legally eligible to access Transmitted Classified Information by virtue of their function in accordance with the national laws and regulations of the Receiving Party.

(3) The Receiving Party shall ensure that, subject to its national laws and regulations, the determination on the granting of a Personnel Security Clearance to a government official is appropriate to the corresponding Security Classification as described in Article 4.

Article 8

(1) Visits that involve access by individuals or Contractors of one Party to Classified Information held by the other Party shall be undertaken only with the prior approval of the other Party. Approval for such visits may be granted only to those individuals or Contractors who have Need to Know and hold the necessary level of Personnel Security Clearance pursuant to Articles 7 and 16.

(2) Requests for visits shall be submitted by the relevant Competent Authority of the visiting Party through Government to Government channels to the relevant Competent Authority of the other Party and shall include verification of the fact that the visiting individuals or Contractors have Need to Know and hold the necessary level of Personnel Security Clearance pursuant to Articles 7 and 16.

Article 9

Classified Information shall be transmitted between the Parties through Government to Government channels in accordance with the national laws and regulations of the Providing Party. The Providing Party shall be responsible for custody, control, and security of all Classified Information until its receipt by the Receiving Party.

Article 10

The minimum requirements for the security of the Classified Information during transmission between the Parties shall be as follows:

- a) Classified Information in the form of documents or other media:

1. Classified Information shall be transmitted in a sealed or tamper-indicating envelope enclosed within another sealed or tamper-indicating envelope or within a security pouch, the innermost envelope bearing only the Security Classification of the documents or other media and the organisational address of the intended recipient, the outer envelope or the security pouch bearing the organisational address of the recipient, the organisational address of the sender, and the registration number, if applicable.
 2. No indication of the Security Classification of the enclosed documents or other media shall be shown on the outer envelope or the security pouch.
 3. Receipts shall be prepared for packages containing Classified Information. The receipt for the enclosed Classified Information shall be signed by the Receiving Party's final recipient and returned to the Providing Party's sender.
- b) Classified Information in the form of, or which is contained in, equipment:
1. Classified Information shall be transmitted in sealed and covered vehicles, or be securely packaged or protected, in order to prevent identification of its contents and kept under continuous control to prevent access by unauthorised individuals.
 2. Classified Information that is awaiting shipment shall be placed in protected storage areas that provide protection commensurate with the level of Security Classification of the Classified Information. Only authorised individuals with the necessary level of Personnel Security Clearance shall have access to the equipment.
 3. Receipts shall be obtained on every occasion when Classified Information changes hands and when it is delivered to the Receiving Party's final recipient. All receipts shall be returned to the Providing Party's sender.

c) Electronic Transmissions:

1. Classified Information shall be protected during transmission using encryption appropriate for the relevant level of Security Classification. Information systems' standards for processing or storing Transmitted Classified Information or conveying Classified Information shall receive security accreditation by the appropriate authority of the Party employing the system.
2. The Receiving Party shall maintain a log of the receipt of Transmitted Classified Information. This log shall be made available to the Providing Party upon request.

Article 11

Each Party shall be responsible for the security of all governmental facilities where Transmitted Classified Information is kept and shall ensure that for each such facility government officials are appointed who shall have the responsibility and authority for the control and protection of Transmitted Classified Information.

Article 12

The Receiving Party shall store Transmitted Classified Information in a manner that ensures access is limited to authorised individuals pursuant to Articles 7 and 16.

Article 13

Destruction of Transmitted Classified Information shall take place in a manner that prevents its reconstruction in whole or in part in accordance with the national laws and regulations of the Receiving Party.

Article 14

When the Receiving Party reproduces Transmitted Classified Information in the form of documents or other media, it shall also reproduce the respective original Security Classification markings thereon or mark them on each copy. The Receiving Party shall place such reproduced Transmitted Classified Information under the same controls as the original Transmitted Classified Information. The Receiving Party shall limit the number of copies to that required for official purposes.

Article 15

The Receiving Party shall ensure that any translation of Transmitted Classified Information is carried out by individuals who have Need to Know and hold the necessary level of Personnel Security Clearance pursuant to Articles 7 and 16. The Receiving Party shall keep the number of copies of a translation to a minimum and control any distribution. Such translations shall bear markings of the Security Classification of the Receiving Party corresponding to the original Security Classification of the Providing Party. The Receiving Party shall place such translations under the same controls as the original Transmitted Classified Information.

Article 16

(1) Prior to the release of any Transmitted Classified Information to a Contractor, the Receiving Party shall, subject to its national laws and regulations, take appropriate measures to ensure that:

- a) no individual is entitled to have access to Transmitted Classified Information solely by virtue of rank, appointment, or a Personnel Security Clearance;
- b) the Contractor's facilities have the capability to protect Transmitted Classified Information at the relevant level of Security Classification;
- c) all individuals who are to be given access to Transmitted Classified Information have Need to Know and hold the necessary level of Personnel Security Clearance;
- d) the granting of a Personnel Security Clearance is determined in the same manner as the granting of a Personnel Security Clearance to government officials as provided for in paragraphs (2) and (3) of Article 7;
- e) all individuals having access to Transmitted Classified Information are informed of their responsibilities to protect Transmitted Classified Information;
- f) information generated by Contractors using Transmitted Classified Information in whole or in part is marked with the comparable level of Security Classification of the Receiving Party and receives comparable protection to the original Transmitted Classified Information;
- g) initial and periodic security inspections are carried out by the Receiving Party at each

Contractor's facility where Transmitted Classified Information is stored or accessed to ensure that it is protected in the same manner as required in relevant provisions of this Agreement;

- h) a register of individuals with a Personnel Security Clearance and who are authorised to have access to Transmitted Classified Information is maintained at each Contractor's facility;
- i) individuals are appointed at each Contractor's facility who shall have the responsibility and authority for the control and protection of Transmitted Classified Information;
- j) Transmitted Classified Information is transmitted in the same manner as provided for in Articles 9 and 10;
- k) Transmitted Classified Information is stored in the same manner as provided for in Article 12;
- l) Transmitted Classified Information in the form of documents or other media, or in the form of, or which is contained in, equipment, is destroyed in the same manner as provided for in Article 13;
- m) Transmitted Classified Information in the form of documents or other media is reproduced and placed under control in the same manner as provided for in Article 14; and
- n) translation of Transmitted Classified Information is carried out and treated in the same manner as provided for in Article 15.

(2) Upon request from the Providing Party, the Receiving Party shall inform the Providing Party of appropriate measures taken in accordance with paragraph (1) above.

Article 17

(1) The Parties will make a Procedural Arrangement with regard to the transmission of Classified Information involving Contractors of the Parties, which is subordinate to this Agreement and specifies supplementary provisions to implement this Agreement.

(2) Competent Authorities, within their competence, may mutually determine Implementing Arrangements, which are subordinate to this Agreement and which shall specify supplementary provisions.

Article 18

(1) The Providing Party shall be informed immediately of all actual or suspected losses or compromises of Transmitted Classified Information, and the Receiving Party shall investigate to determine the circumstances.

(2) The result of the investigation and information regarding measures taken to prevent recurrence shall be provided in writing to the Providing Party.

Article 19

Any matter relating to the interpretation or application of this Agreement, the Procedural Arrangement and any Implementing Arrangements shall be resolved solely through consultation between the Parties.

Article 20

Implementation of the foregoing security requirements can be promoted through reciprocal visits by security representatives of the Parties. Accordingly, with the mutual consent of the Parties, security representatives of each Party may be permitted to make visits to facilities of the other Party to discuss their respective security procedures and observe their implementation in the interests of achieving reasonable comparability of their respective security systems.

Article 21

Each Party shall bear its own costs incurred in the course of implementing its obligations under this Agreement, in accordance with its national laws and regulations and within the limit of the annual budgetary appropriations.

Article 22

(1) This Agreement shall enter into force on the date of signature thereof.

(2) This Agreement may be amended by written agreement between the Parties.

(3) This Agreement shall remain in force for an indefinite period unless terminated as provided for in paragraph (4) of this Article.

(4) Either Party may, by giving one hundred and eighty (180) days' written notice to the other Party, terminate this Agreement at any time after the expiry of ten years from the date of its entry into force. If this Agreement is terminated, either Party may request in writing consultations concerning any matter arising from the termination of this Agreement.

(5) Notwithstanding the termination of this Agreement, all Transmitted Classified Information provided pursuant to this Agreement shall continue to be protected according to the terms set forth in this Agreement.

Done in duplicate at Tokyo this twenty-second day of March 2021 in the Japanese, German and English languages, all three texts being authentic. In case of divergent interpretations of the Japanese and German texts, the English text shall prevail.

For the Government
of Japan:

For the Government
of the Federal Republic
of Germany: