

AGREEMENT BETWEEN
THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF NEW ZEALAND
ON THE SECURITY OF INFORMATION

Preamble

The Government of Japan and the Government of New Zealand (hereinafter referred to as “the Parties” and separately as a “Party”),

Wishing to ensure the reciprocal protection, in the interest of national security, of classified information exchanged between the Parties,

Have agreed as follows:

ARTICLE 1
Definitions

For the purposes of this Agreement:

- a. “Classified Information” means all information classified with one of the Security Classifications in accordance with the national laws, regulations and policies of the Providing Party. Classified Information, regardless of its form, is generated by, or for the use of, or under the jurisdiction of the Competent Authority of the Providing Party;
- b. “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, regulations and policies, for the protection of Classified Information and Transmitted Classified Information;
- c. “Contractor” means an individual or an entity, including a subcontractor, that performs a contract with the Receiving Party;

- d. “Need to Know” means the need to have access to Classified Information and Transmitted Classified Information for the performance of officially assigned duties;
- e. “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;
- f. “Providing Party” means the Party which transmits Classified Information to the Receiving Party;
- g. “Receiving Party” means the Party to which Classified Information is transmitted by the Providing Party;
- h. “Security Classification” means the identification assigned by a Party to indicate the necessary level of protection that information must be afforded;
- i. “Third Party” means any party not Party to this Agreement. For the purpose of this Agreement, an individual who holds a Personnel Security Clearance issued by either Party is not considered a Third Party; and
- j. “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.

ARTICLE 2

Principle of Security

Transmitted Classified Information shall be protected under the terms set forth herein. The Receiving Party shall 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, under the terms set forth herein and consistent with its national laws, regulations and policies.

ARTICLE 3
Changes to National Laws and Regulations

Each Party shall notify the other of any changes to its national laws and regulations that would 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 17, to consider possible amendments to this Agreement as provided for in Article 19. In the interim, Transmitted Classified Information shall continue to be protected according to the provisions of this Agreement, provided that those provisions are consistent with the national laws, regulations and policies of the Receiving Party, unless otherwise approved in writing by the Providing Party.

ARTICLE 4
Security Classifications

1. Classified Information that is to be provided under this Agreement shall be marked with one of the Security Classifications as described in paragraph 4 of this Article.
2. For Classified Information where a marking is not physically possible, the Providing Party shall inform the Receiving Party of the Security Classification. If the Receiving Party so requests, the Providing Party shall inform the Security Classification in writing.
3. The Receiving Party shall mark, where practicable, 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 New Zealand
GOKUHI (KIMITSU) 極秘（機密） or TOKUTEI HIMITSU (KIMITSU) 特定 秘密（機密）	TOP SECRET
GOKUHI 極秘 or TOKUTEI HIMITSU 特定秘密	SECRET
HI 秘 or JUYO KEIZAI AMPO JOHO 重要經濟安保情報	CONFIDENTIAL
No corresponding Security Classification but shall be protected as if it is HI 秘, unless otherwise advised by the Government of New Zealand.	RESTRICTED

ARTICLE 5 Security Authorities

1. The National Security Authorities shall be:

For the Government of Japan:

Ministry of Foreign Affairs;

For the Government of New Zealand:

Ministry of Foreign Affairs and Trade.

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

Use of Transmitted Classified Information

1. The Receiving Party shall not release Transmitted Classified Information to any Third Party without the prior written approval of the Providing Party.

2. The Receiving Party shall only use Transmitted Classified Information towards the usual functions of the Receiving Party's Competent Authorities in accordance with its national laws, regulations and policies and in line with the limitations applied to it by the Providing Party.

3. The Providing Party may specify in writing additional limitations on the use, disclosure, and release of, and access to Transmitted Classified Information by the Receiving Party, and the Receiving Party shall comply with any such limitations.

4. The Receiving Party shall observe intellectual property rights such as patents, copyrights, or trade secrets applicable to Transmitted Classified Information, in accordance with its national laws, regulations and policies.

5. Each Party shall maintain a register of individuals with a Personnel Security Clearance and who are authorised to have access to Classified Information and Transmitted Classified Information.

6. The Receiving Party shall have procedures for the identification, location, inventory and control of Transmitted Classified Information to manage the dissemination of and access to Transmitted Classified Information in accordance with its national laws, regulations and policies.

7. The Providing Party may inform the Receiving Party of any subsequent change in the Security Classification of the Transmitted Classified Information which it has provided to the Receiving Party.

8. The Receiving Party shall not reclassify Transmitted Classified Information without the prior written approval of the Competent Authority of the Providing Party.

ARTICLE 7

Access to Transmitted Classified Information

1. No individual shall be entitled to access 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 individuals who have a Need to Know and who have been granted a Personnel Security Clearance in accordance with the national laws, regulations and policies of the Receiving Party. Such individuals shall be briefed on their responsibilities for the protection of Transmitted Classified Information prior to being granted access.

3. The Receiving Party shall take appropriate measures to ensure that the determination on the granting of a Personnel Security Clearance to an individual is consistent with the interests of national security and based upon all relevant information indicating whether the individual is trustworthy and reliable in the handling of Classified Information and Transmitted Classified Information.

4. The Receiving Party shall implement appropriate procedures to ensure that the criteria referred to in the preceding paragraph have been met, in accordance with its national laws, regulations and policies, in respect of any individual to be granted access to Classified Information and Transmitted Classified Information.

5. Before a representative of the Providing Party provides Classified Information to a representative of the Receiving Party, the Providing Party shall obtain an assurance from the relevant Competent Authority of the Receiving Party that the proposed recipient has a Need to Know and holds the necessary level of Personnel Security Clearance appropriate to the corresponding level of Security Classification in accordance with Article 4.

ARTICLE 8

Visits

1. Parties may promote implementation of this Agreement through reciprocal visits by representatives of the Parties to discuss their respective security procedures and observe their implementation in the interests of achieving reasonable comparability of their respective security systems.
2. Visits that involve access by individuals of one Party to Classified Information held by the other Party shall be undertaken only with the prior approval of the other Party. The Parties agree that approval for such visits may be granted only to those individuals who have Need to Know and hold the necessary level of Personnel Security Clearance pursuant to Article 7.

ARTICLE 9

Disclosure of Transmitted Classified Information

If the Receiving Party has received a request for disclosure, under its applicable laws, regulations and policies, which involves any Transmitted Classified Information provided under this Agreement, it shall notify the Providing Party in writing of any measures to be taken, in a timely manner, in accordance with its applicable laws, regulations and policies.

ARTICLE 10

Protection of Classified Information during Transmission

1. Classified Information shall be transmitted between the Parties through Government-to-Government channels in accordance with their respective national laws, regulations and policies. The Providing Party shall be responsible for custody, control, and security of all Classified Information until its receipt by the Receiving Party.
2. The minimum requirements for the security of the Classified Information during transmission between the Parties shall be consistent with the national laws, regulations and policies of the Providing Party.

ARTICLE 11

Storage of Transmitted Classified Information

1. Each Party shall take appropriate measures to ensure the security of facilities where Transmitted Classified Information is kept and that for each such facility there are individuals who shall have responsibility for the control and protection of Transmitted Classified Information.
2. The Receiving Party shall store Transmitted Classified Information in a manner that ensures access is limited to authorised individuals pursuant to Article 7.

ARTICLE 12

Destruction of Transmitted Classified Information

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, regulations and policies of the Receiving Party.

ARTICLE 13

Reproduction and Translation of Transmitted Classified Information

1. When the Receiving Party reproduces Transmitted Classified Information in any form, including translation, it shall include the Security Classification markings and place such reproduced Transmitted Classified Information under the same controls as the original Transmitted Classified Information.
2. 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 Article 7.

ARTICLE 14

Release of Transmitted Classified Information to Contractors

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

- a. Contractors apply and maintain measures for the protection of Transmitted Classified Information using the standards required of the Parties in the relevant provisions of this Agreement;
- b. 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; and
- c. 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.

ARTICLE 15

Security Incidents

1. The Receiving Party shall take all appropriate measures under its national laws, regulations and policies so as to limit the consequences of a loss or compromise of Transmitted Classified Information.
2. The Providing Party shall be informed immediately of all losses or compromises, as well as suspected losses or compromises, of Transmitted Classified Information, and the Receiving Party shall investigate to determine the circumstances and take appropriate action in response, in accordance with its national laws, regulations and policies.
3. The results of the investigation and information regarding measures taken to prevent recurrence shall be provided in writing to the Providing Party.

ARTICLE 16

Implementing Arrangements to this Agreement

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

ARTICLE 17
Consultation and Settlement of Disputes

1. The Parties shall consult each other regarding the implementation of this Agreement and either Party may request a visit to the other Party for such consultation.
2. Any matter relating to the interpretation or application of this Agreement and any Implementing Arrangements shall be resolved solely through consultation between the Parties.
3. The Competent Authorities of the Parties shall settle disputes that may arise concerning the implementation of any Implementing Arrangements through consultation between the Competent Authorities.
4. Where a dispute cannot be settled under the provisions of paragraph 3 of this Article, the dispute shall be settled in accordance with the provisions of paragraph 2 of this Article.

ARTICLE 18
Costs

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

ARTICLE 19
Final Provisions

1. This Agreement shall enter into force on the date of the last note of an exchange of diplomatic notes informing each other that their respective internal procedures necessary to give effect to this Agreement have been completed.
2. This Agreement may be amended by written agreement between the Parties.

3. This Agreement shall remain in force for a period of one year and shall be automatically extended annually thereafter. Either Party may terminate this Agreement by giving the other Party written notice through diplomatic channels. In such case, termination shall take effect on the ninetieth (90th) day following receipt of the notice by the other Party.

4. In the event of termination, 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 nineteenth day of December 2025 in the Japanese and English languages, both texts being equally authentic.

For the Government
of Japan:

For the Government
of New Zealand: