

Proactive Release

Date: 30 January 2020

The following Cabinet paper and related Cabinet minute have been proactively released by the Minister of Foreign Affairs:

Approval to Sign Agreement with Spain Relating to Protection of Classified Information

(CAB-19-MIN-0612 refers)

Some parts of this information release would not be appropriate to release and, if requested, would be withheld under the Official Information Act 1982 (the Act). Where this is the case, the relevant sections of the Act that would apply have been identified. Where information has been withheld, no public interest has been identified that would outweigh the reasons for withholding it.

Key to redaction codes:

- 6(a): to avoid prejudicing the international relations of the New Zealand Government.



Cabinet

Minute of Decision

This document contains information for the New Zealand Cabinet. It must be treated in confidence and handled in accordance with any security classification, or other endorsement. The information can only be released, including under the Official Information Act 1982, by persons with the appropriate authority.

Report of the Cabinet External Relations and Security Committee: Period Ended 22 November 2019

On 25 November 2019, Cabinet made the following decisions on the work of the Cabinet External Relations and Security Committee for the period ended 22 November 2019:

ERS-19-MIN-0042 **Agreement with Spain Relating to Protection of
Classified Information: Approval for Signature**
Portfolio: Foreign Affairs

CONFIRMED

Michael Webster
Secretary of the Cabinet

Hard-copy distribution:
Cabinet External Relations and Security Committee

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Minister of Foreign Affairs



Cabinet External Relations and Security Committee

Minute of Decision

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Agreement with Spain Relating to Protection of Classified Information: Approval for Signature

Portfolio **Foreign Affairs**

On 19 November 2019, the Cabinet External Relations and Security Committee:

- 1 **noted** that officials have completed negotiations with Spain on a bilateral agreement relating to the protection of classified information (the Agreement);
- 2 **noted** that the Agreement sets out procedures for the exchange of classified information, but does not create a requirement to share information;
- 3 **noted** that the Agreement will support closer cooperation with Spain, which is an important and like-minded European partner;
- 4 s6(a)
- 5 **noted** that the Agreement will support New Zealand defence capability acquisitions from Spain, as it will meet the requirement for Spanish defence industries to have an agreement on information sharing in place;
- 6 **approved** the text of the *Agreement Between the Government of New Zealand and the Kingdom of Spain Relating to the Protection of Classified Information*, attached as Annex A to the paper under ERS-19-SUB-0042,
- 7 **authorised** New Zealand officials to approve minor and/or technical editorial amendments to the text that may arise from legal verification or translation, prior to signature;
- 8 **noted** that in February 2019, the Minister of Foreign Affairs determined that the Agreement is not major bilateral treaty of particular significance and, therefore, is not subject to the Parliamentary treaty examination process;
- 9 **agreed** that New Zealand sign the Agreement with Spain in English and in Spanish, both versions being equally valid;
- 10 **noted** that the Agreement will enter into force on notification that the necessary domestic procedures to bring them into force have been completed;

- 11 **authorised** the conclusion of a non-binding Exchange of Letters with Spain to clarify the New Zealand Competent Security Authorities who will be responsible for implementing the Agreement.

Janine Harvey
Committee Secretary

Present:

Rt Hon Jacinda Ardern
Rt Hon Winston Peters (Chair)
Hon Grant Robertson
Hon Andrew Little
Hon David Parker
Hon Stuart Nash

Officials present from:

Office of the Prime Minister
Department of the Prime Minister and Cabinet
Ministry of Foreign Affairs and Trade

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APPROVAL TO SIGN AGREEMENT WITH SPAIN RELATING TO PROTECTION OF CLASSIFIED INFORMATION

Proposal

- 1 This paper seeks approval for New Zealand to sign a bilateral Agreement with Spain regarding the exchange of classified information:
 - *Agreement between the Government of New Zealand and the Kingdom of Spain Relating to the Protection of Classified Information* – attached as Annex A.

Background

- 2 The Agreement puts in place agreed processes for the exchange of classified information between New Zealand and Spain. It does not require us to share classified information – the decision to do so will be discretionary – but signing the Agreement does signal a willingness and intention to share information with the other Party.
- 3 The Agreement is similar to others on protection of classified information that New Zealand has concluded with France and the Republic of Korea, although the Spanish Agreement covers a wider scope (the French and Korean Agreements only cover military and defence information).^{s6(a)}
New Zealand and Japan have also agreed to study the possibility of a security information sharing agreement.
- 4 The ability to share classified information with key European partners such as Spain is strategically important.^{s6(a)}
- 5 The Agreement will benefit our intelligence agencies and the New Zealand Defence Force. Information sharing will support New Zealand's ability to build intelligence pictures and assessments and the safety of New Zealand Defence Force personnel overseas.
- 6 There is a practical need for the Agreement because Spain cannot share classified information without a treaty-level agreement.^{s6(a)}
- 7 The Agreement will also be useful if or when New Zealand considers defence capability acquisitions from Spain, which has a significant defence industry. Most European suppliers are required by their governments to have an agreement in place to exchange classified information on capability, technical and maintenance specifics of their equipment. The Agreement will allow Spanish suppliers to meet this requirement.

The Agreement

- 8 The Agreement is a legally binding, treaty-level instrument. It sets out the expectations and procedures of the Parties for handling classified information. It also sets out the equivalency of New Zealand's and Spain's security classification levels and the required security clearances. The other Party's written approval is required before either Party can declassify or disclose information received from the other Party.
- 9 The Agreements cover information up to TOP SECRET. While New Zealand's similar Agreements with France and the Republic of Korea only covered information up to SECRET, New Zealand's current practice is to seek coverage up to TOP SECRET. It is in our strategic interests to ensure the Agreement supports the full potential of information sharing.
- 10 The Agreement sets out the responsibilities of each Party in the event that classified information is compromised, either by suspected misuse or loss or other violation of national regulations. The receiving Party should notify the originating Party immediately, and shall lead an enquiry and take measures to limit the consequences.
- 11 The "Competent Security Authorities" (CSA) for each Party are responsible for implementing the Agreement. For New Zealand, the Director-General of the New Zealand Security Intelligence Service, the Director-General of the Government Communications Security Bureau and the Chief Security Officer of the New Zealand Defence Force will share the CSA responsibility (depending on the type of information).
- 12 New Zealand has agreed with Spain to conclude an Exchange of Letters to clarify who the New Zealand CSAs will be. The Exchange of Letters will be a non-binding arrangement and will be concluded once the Agreement enters into force. The Agreement itself with Spain specifies only the Director-General of the New Zealand Security Intelligence Service, but it allows for either Party to amend its CSA via written notification to the other Party; the Exchange of Letters will meet this requirement.
- 13 The Minister of Foreign Affairs determined in February 2019 that the Agreement is not a "major bilateral treaty of particular significance." It does not, therefore, need to go through the Parliamentary treaty examination process and it does not require a national interest analysis.
- 14 Once Cabinet approves the Agreement, officials will look for a suitable signing opportunity. If necessary, officials will seek an Instrument of Full Powers from the Minister of Foreign Affairs for the New Zealand signatory.
- 15 Once the Agreement is signed, it will enter into force on an exchange of diplomatic notes confirming each Party has completed its domestic steps for entry into force. Domestic legislation will not be required to incorporate the Agreement into New Zealand law.

Financial implications

- 16 There are no financial implications arising from the Agreement.

Publicity

- 17 Depending on the interest of the other Party, and if the Agreement is signed by a Minister, New Zealand may refer to the Agreement in a media statement.

Consultation

- 18 This paper has been prepared by the Ministry of Foreign Affairs and Trade, the Ministry of Defence, the New Zealand Defence Force, the New Zealand Security Intelligence Service and the Government Communications Security Bureau.

Recommendations

- 19 The Minister of Foreign Affairs recommends that the Committee:
- 19.1 Note that officials have completed negotiations with Spain on a bilateral Agreement relating to the protection of classified information;
 - 19.2 Note that the Agreement sets out procedures for the exchange of classified information, but does not create a requirement to share information;
 - 19.3 Note that the Agreement will support closer cooperation with Spain, which is an important and like-minded European partner;
 - 19.4 s6(a)
 - 19.5 Note that the Agreement will support New Zealand defence capability acquisitions from Spain, as it will meet the requirement for Spanish defence industries to have an agreement on information sharing in place;
 - 19.6 Approve the text of the Agreement attached as Annex A;
 - 19.7 Authorise New Zealand officials to approve minor and/or technical editorial amendments to the text that may arise from legal verification or translation, prior to signature;
 - 19.8 Note that in February 2019 the Minister of Foreign Affairs determined that the Agreement is not major bilateral treaty of particular significance and, therefore, is not subject to the Parliamentary treaty examination process;
 - 19.9 Agree that New Zealand sign the Agreement with Spain in English and in Spanish, both versions being equally valid;
 - 19.10 Note that the Agreement will enter into force on notification that the necessary domestic procedures to bring them into force have been completed;
 - 19.11 Authorise the conclusion of a non-binding Exchange of Letters with Spain to clarify the New Zealand Competent Security Authorities who will be responsible for implementing the Agreement.

Authorised for lodgement

Rt Hon Winston Peters
Minister of Foreign Affairs

**ANNEX A: AGREEMENT WITH SPAIN RELATING TO MUTUAL PROTECTION OF
CLASSIFIED INFORMATION**

AGREEMENT

BETWEEN

THE GOVERNMENT OF NEW ZEALAND

AND

THE KINGDOM OF SPAIN

RELATING TO

THE PROTECTION OF CLASSIFIED INFORMATION

Proactively Released by the
Minister of Foreign Affairs

The Kingdom of Spain

and

The Government of New Zealand

hereinafter referred to as “the Parties”

Having an interest in the protection of defence classified information

Desiring to establish the conditions for the protection of defence classified information and materials exchanged or developed, by the Parties including provisions for exchange with public or private bodies in accordance with the Parties’ respective national laws and regulations,

have agreed as follows:

Article 1 Definitions

For the purposes of this Agreement,

“**Classified contract**”, means a contract, sub-contract or a project where access to classified information is required or where classified information may be generated;

“**Classified information**” means information that is generated by or for the Kingdom of Spain or the Government of New Zealand, or that is under the jurisdiction or control of one of them, and which requires protection in the interests of national security and that is so designated by the assignment of a security classification in accordance with the national laws and regulations of the Party or Parties. The information may be in oral, visual, electronic, or documentary form, or in the form of material including, equipment or technology.

“**Competent Security Authority**” or “**CSA**” means the authority designated under the law of the Government of the State with ultimate responsibility for the implementation of the provisions of this Agreement and the transmission of classified information to the other Party;

“**Contractor**” means any person or body with the legal capacity to enter into contracts.

“**Facility Security Clearance**” or “**FSC**” means a determination by a 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.

“**Host Party**” means the Party in whose territory a visit takes place;

“**Need to know**” refers to the need for access to classified information as part of a recognised official function for a specific authorised purpose;

“Originating Party” means the Party that creates, delivers or transmits classified information to the Receiving Party;

“Originating User” means a public or private individual, agency or organisation that is contracted or authorised by the Originating Party to create, deliver, or transmit classified information for the Originating Party;

“Personnel Security Clearance” or **“PSC”** means a determination by a 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.

“Receiving Party” means the Party that is the recipient of classified information that is transmitted by the Originating Party.

“Receiving User” means a public or private individual, agency or organisation that is contracted or authorised by the Receiving Party to handle classified information for the Receiving Party;

“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.

“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.

“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 2

Scope

This Agreement regulates the exchange of all classified information pertaining to matters of defence between the Parties, or between public or private bodies subject to their national laws and regulations.

Article 3

Competent Security Authorities

1. The Competent Security Authorities responsible for the general control and putting in place of this Agreement are:
 - (a) For the Kingdom of Spain:

Secretary of State

Director of the National Intelligence Centre
National Office of Security

(b) For New Zealand:

Director General
New Zealand Security Intelligence Service

2. The Parties shall keep each other informed in writing of all changes in the appointment of their CSAs. Any change to the CSA shall not constitute a formal amendment to this Agreement.

Article 4 **Principles of Security**

1. In accordance with their national laws and regulations, the Parties shall take appropriate measures to protect classified information that is transmitted, received or generated under the terms of this Agreement and provide a level of protection equivalent to such information that is accorded to their own national classified information, as defined in Article 5.
2. The protection of classified information exchanged between the Parties is governed by the following principles:
- (a) The Receiving Party shall give classified information that it receives a level of protection equivalent to that expressly applied to the information by the Originating Party, conforming to the equivalence defined in Article 5 of this Agreement.
 - (b) Access to classified information is limited only to persons who have been given prior approval to the required level and whose duties require access to such classified information on a Need to know basis.
 - (c) The Receiving Party shall not transmit classified information to a Third Party, without prior written approval of the CSA of the Originating Party.
 - (d) Classified information may not be used for purposes other than those for which it is officially transmitted.
 - (e) When an Originating Party changes the classification of any classified information exchanged pursuant to this Agreement, it shall advise the other Party in writing of that change.
 - (f) The Receiving Party must not downgrade or declassify transmitted classified information without the prior written approval of the CSA of the Originating Party.

3. Conforming to the procedures stated in this Agreement, the CSAs or their approved representatives of each Party may upon request, visit the sites and installations on the territory of the other Party to examine the protection measures put in place to ensure the security of classified information which is transmitted pursuant to this Agreement

Article 5
Equivalent Security Classifications

1. The Parties, having taken account of the security measures prescribed by their respective national laws and regulations, commit to assuring the protection of exchanged classified information and adopt the equivalent level of security classifications as defined in the table below:

SPAIN	NEW ZEALAND
SECRETO	TOP SECRET
RESERVADO	SECRET
CONFIDENCIAL	CONFIDENCIAL
DIFUSIÓN LIMITADA	RESTRICTED

2. The Parties' security classifications are applied as follows:

For Spanish Classified Information

SECRETO, unauthorised disclosure or wrongful use would endanger or cause extreme damage to national interests;

RESERVADO, unauthorised disclosure or wrongful use would endanger or cause serious damage to national interests;

CONFIDENCIAL, unauthorised disclosure or wrongful use would endanger or cause damage to national interests;

DIFUSIÓN LIMITADA, unauthorised disclosure or wrongful use would be contrary to national interests.

For New Zealand Classified Information

TOP SECRET, compromise of information would damage national interest in an exceptionally grave manner;

SECRET, compromise of information would damage national interests in a serious manner;

CONFIDENCIAL, compromise of information would damage national interests in a significant manner;

RESTRICTED, compromise of information would damage national interests in an adverse manner.

3. The Parties shall keep each other informed in writing of any change concerning their respective national laws and regulations concerning the protection of classified information.

Article 6 Personnel Security Clearances

1. No individual shall be entitled to access classified information solely by virtue of their rank, position or a PSC.
2. For access to information classified CONFIDENCIAL / CONFIDENTIAL or higher, each Party shall, in accordance with national laws and regulations, ensure that each person who has access to, or may require access to classified information pursuant to this Agreement, is vetted to the same or higher security classification as the information accessed.
3. The CSAs of each Party shall, when necessary, assist in the provision of, or provide suitable notification of, the PSC of a national of a Party residing in the territory of the other Party and requiring access to classified information.
4. A PSC is not required for access to classified information marked DIFUSIÓN LIMITADA / RESTRICTED. 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 Disclosure

1. Classified information exchanged, transmitted or generated jointly by the two Parties under this Agreement, including contracts or any other cooperative activities, may not be downgraded, declassified or transmitted to a Third Party, without prior written approval from the Originating Party.
2. 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 Originating Party in writing, and both Parties shall consult each other in writing before a disclosure decision is taken by the Receiving Party.

Article 8 Security Cooperation

1. When the CSA of a Party requires confirmation of the FSC of a Contractor in the other Party, or the PSC of an individual in the other Party, it shall submit a formal written request to the CSA of that Party.

2. On receipt of such a request, the CSA shall notify the requesting 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.
3. The CSAs shall assist each other in carrying out FSC and PSC security investigations on request and in accordance with national laws and regulations.
4. If, in accordance with national laws and regulations, a 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 CSA of the other Party shall be notified in writing as soon as is practicable.

Article 9 Reproduction, Translation and Destruction

1. Upon receipt of reproductions or translations of originals, the Receiving Party is to mark them as reproductions or translations accordingly. Such documents are to be afforded the same protection as the original document.
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. 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.
4. Classified Information at the level of SECRETO / TOP SECRET shall only be translated or reproduced with the prior written permission of the CSA of the Originating Party.
5. Classified information shall be destroyed in accordance with the destruction standards prescribed in the respective Parties' national laws and regulations.
6. Upon destruction of a classified document or information by the Receiving Party, a written certificate of destruction must be held and provided to the Originating Party by the Receiving Party.
7. Classified Information at the level of SECRETO / TOP SECRET shall not be destroyed. It shall be returned to the Originating Party.
8. If a crisis situation makes it impossible to protect classified information provided under this Agreement, it shall be destroyed as soon as is practicable by using any appropriate means to avoid a Security Incident. The receiving Party shall notify the CSA of the Originating Party in writing should information classified RESERVADO / SECRET or above provided under this Agreement need to be destroyed in a crisis situation.

Article 10
Transmission of information to Users

1. This Article applies to cases of transmission of classified information from:
 - (a) the Originating Party to the Receiving User via the Receiving Party;
 - (b) where the Originating Party and the Receiving Party have mutually agreed, the Originating Party directly to the Receiving User; and
 - (c) where the Originating Party and the Receiving Party have mutually agreed, the Originating User directly to the Receiving User.

2. Prior to the receipt of classified information (regardless of the recipient being the Receiving Party or the Receiving User), the CSA of the Receiving Party is to:
 - (a) ensure that its installations are in possession of the appropriate FSC;
 - (b) ensure that the individuals who will have access to classified information are in possession of the appropriate PSC;
 - (c) ensure that all persons who have access to classified information are informed of their responsibilities arising from national laws and regulations; and
 - (d) ensure the receipt of classified information is confirmed in writing to the Originating Party as soon as possible.

Article 11
Transmission between Parties

1. Classified information is to be transmitted normally from one Party to the other through diplomatic channels or through other channels mutually agreed by the Parties in accordance with national laws and regulations of the Originating Party.

2. Transmissions are to meet the following requirements:
 - (a) The Originating Party is to ensure that the individual transmitting the information:
 - (i) is a government employee or is an employee of the Originating Party or Originating User, and
 - (ii) is in possession of a PSC to at least the level of the classified information being transmitted.

 - (b) The person that delivers the classified information is to carry a letter from the CSA that outlines:
 - (i) the authority for the individual to carry classified information;
 - (ii) the point of contact for the Originating Party; and

- (iii) the point of contact for the Receiving Party.
 - (c) The Originating Party shall take a record of classified information that is transferred and provide a copy of this record to the Receiving Party upon request. Both Parties will convey the details of the record to their CSAs.
 - (d) Classified information shall be properly packaged and sealed in accordance with the national laws and regulations of the Originating Party;
3. Electronic transmission of classified information is to be made in encrypted form only, using encryption methods and devices mutually determined by the respective CSAs.

Article 12 Classified Contracts

1. If the CSA of one Party proposes to place, or a Contractor under its jurisdiction proposes to place, a classified contract involving classified information marked CONFIDENCIAL / CONFIDENTIAL or above with a Contractor under the jurisdiction of the other Party, it shall first obtain written confirmation from the CSA of the other Party, in accordance with Article 8 of this Agreement, that the Contractor has been granted an FSC and/or PSC to the appropriate Security Classification Level.
2. The 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 DIFUSIÓN LIMITADA / RESTRICTED level.
4. Any contract or subcontract involving classified information shall include provisions concerning protection of such information. These provisions shall give effect to the provisions of this Agreement and to any other conditions on the use of classified information imposed by the Originating Party. Only the Originating Party may modify the level of classification of information or authorise further disclosure.
5. The CSA of the Originating Party shall transmit a copy of the security provisions in a contract to the CSA of the Receiving Party.

Article 13 Visits

1. Visits by nationals of a Party onto the site of the other Party where classified information is held, are permitted provided that prior written approval for such visits has been given by the CSA of the Host Party. Visits by nationals of third States to areas where classified information is exchanged between the Parties may only be authorised upon the mutual agreement of the Parties.

2. Requests for visits by a Party shall be transmitted through diplomatic channels to the CSA of the Host Party at least three weeks before the date of the visit. The requests for visits shall contain the information specified in Annex A to this Agreement.
3. A Party may request permission to visit for a maximum period of twelve months. If a particular visit may not be concluded within the period specified by the authorisation to visit, or if an extension of the period covered by the authorisation of access is required, the Requesting Party may request a new authorisation visit provided it is carried out at least three weeks before the current authorisation expires.
4. All visitors must comply with the national laws and regulations of the Host Party concerning the protection of classified information.
5. Visits will be authorised only if the individual is in possession of the appropriate PSC and has a Need to know.

Article 14 Multiple Visits

1. For any project, programme or classified contract, the Parties may draw up lists of authorised personnel to make multiple visits in accordance with the terms and conditions agreed upon by the CSAs of the Parties. Initially, these lists are valid for a period of twelve months, and, by agreement between the CSAs of the Parties, the validity period may be extended for further periods not exceeding twelve months in total.
2. Once such a list has been approved by the host CSA, visit arrangements may be agreed directly between the facilities involved.

Article 15 Security Incidents

1. In the event of a suspected or confirmed Security Incident concerning classified information of the other Party, this shall be investigated by the Party where the incident occurs and the CSA of the other Party shall be immediately informed in writing.
2. Notification must be sufficiently detailed so that the Originating Party can start a complete evaluation of the consequences.
3. The Receiving Party shall lead an inquiry (with, if necessary, the help of the other Party) and take all appropriate measures, in accordance with its national laws and regulations, in order to limit the consequences. The Receiving Party shall inform the Originating Party of the results of the enquiry and of all measures taken to avoid a recurrence.

Article 16
Costs

In the case of any cost, each Party shall bear its own costs in relation to activities conducted pursuant to this Agreement.

Article 17
Resolution of Disputes

Any dispute relating to the interpretation or the application of this Agreement shall be settled exclusively by consultation between the Parties.

Article 18
Intellectual Property Rights

Nothing in this Agreement diminishes or limits any intellectual property (including patents and copyright) associated with transferred classified information to which either Party, its Contractors or any Third Party may be entitled.

Article 19
Final Provisions

1. Each Party shall notify the other Party in writing of the completion of its internal procedures necessary to bring this Agreement into force, which shall occur on the day the second notification is received.
2. This Agreement may be amended at any time by the mutual, written consent of the Parties. Amendments will enter into force by the same procedure as described in Paragraph 1 of this Article.
3. The Annex forms an integral part of this Agreement.
4. The CSAs may conclude Implementing Arrangements pursuant to this Agreement.
5. This Agreement shall remain in force for an indefinite period. Either Party may terminate the Agreement by giving six months' notice in writing through diplomatic channels to the other Party.
6. Obligations concerning the protection of classified information exchanged under this Agreement shall continue notwithstanding termination of the Agreement.
7. In the event of termination, any classified contracts or sub-contracts shall continue to be treated in accordance with the provisions of this Agreement unless otherwise agreed by the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments have signed this Agreement.

Done in duplicate at _____ this _____ day of _____ 2019 in the English and Spanish languages, both texts being equally authoritative.

For the Kingdom of Spain

For New Zealand

FÉLIX SANZ ROLDÁN
Secretary of State, Director of the
National Intelligence Centre

XXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

Proactively Released by the
Minister of Foreign Affairs

ANNEX A to the
Agreement between the Government of New Zealand and the Kingdom of Spain
relating to the Protection of Classified Information
Dated-----

REQUEST FOR VISITS

The request for visits must contain the following information:

- a) Full name of the visitor, date and place of birth, nationality and passport (or other relevant identity document) number;
- b) Employment and duties of the visitor, name of the establishment of the organisation which employs them;
- c) Level and date of expiry of the visitor's PSC ;
- d) Proposed date of the visit and anticipated duration;
- e) Purpose of the visit and any useful indications on the subject to be treated and the levels of classification for the classified information;
- f) Name of establishments, installations and localities, purposes of the visit;
- g) Full names of persons who should receive the visitor, if possible;
- h) Date, signature and appenditure of the authorised official stamp (of security).