

  
**AGREEMENT BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL  
AND THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM ON THE  
EXCHANGE AND MUTUAL PROTECTION OF CLASSIFIED INFORMATION**

The Government of the Federative Republic of Brazil  
and  
the Government of the Socialist Republic of Viet Nam,  
hereinafter referred to individually as “Party” and collectively as “Parties”,

Based on the principles of mutual respect for independence, sovereignty, territorial integrity, non-interference in internal affairs, equality, and mutual benefit,

In the interests of national security and in order to ensure the protection of Classified Information exchanged within the scope of this Agreement,

Desiring to establish rules and procedures related to Classified Information exchanged between the Parties in accordance with the international treaties to which both countries are parties and the national laws and regulations of the Parties,

Have agreed upon the following:

**Article 1  
Purpose**

1. This Agreement establishes rules and procedures for the protection of Classified Information exchanged between the Parties, in accordance with their respective national laws and regulations.
2. This Agreement does not constitute a basis to oblige the Parties to provide or exchange Classified Information and will not be used against interests, security and territorial integrity of other countries.

**Article 2  
Definitions**

In this Agreement, the terms used herein are construed as follows:

1. **Classified Information** means the information, material or object, regardless of its form or nature or any parts thereof, with a certain Security Classification





Level in accordance with the national laws of each Party, which must be protected against Classified Information Compromise, to prevent damage or harm in the interests of one or both of the Parties, in accordance with both this Agreement and the respective laws of each Party.

2. **Competent Authority** means the State body of each Party assigned to manage the implementation of the State policies on the protection of Classified Information as well as to supervise the implementation of this Agreement.
3. **Classified Information Compromise** means any form of misuse, damage or unauthorized access, alteration, disclosure or destruction of Classified Information, as well as any other action or non-action that results in the loss of its confidentiality, integrity, availability or authenticity.
4. **Handling of Classified Information** means a set of actions related to the production, reception, classification, use, access, duplication, transport, transmission, distribution, archiving, storage, destruction, translation, or control of Classified Information at a certain Security Classification Level.
5. **“Need to Know” principle** means the access to Classified Information being only granted to individuals, organizations, and authorities that have a legitimate need to know the information in order to perform their official duties.
6. **Providing Entity** means either Party’s individual, organization, or authority that is allowed to provide or transmit Classified Information in accordance with the national laws.
7. **Receiving Entity** means either Party’s individual, organization, or authority that is allowed to receive Classified Information provided or transmitted to them in accordance with the national laws.
8. **Security Breach** means any intentional or accidental action or omission that result in an actual or possible compromise of Classified Information exchanged under this Agreement.
9. **Security Classification Level** means the level of protection assigned to Classified Information, in accordance with the national laws and regulations of each Party and as incorporated in Article 4, Paragraph 1 of this Agreement.
10. **Classification Mark** means the mark affixed on Classified Information contained in any object or other formats that shows the Security Classification Level in accordance with the national laws of each Party.





11. **Document indicating the Security Classification Level** means any document expressing the Security Classification Level of other forms containing Classified Information which shows the Security Classification Level in accordance with the national laws of each Party.
12. **Third Party** means any organization, state, government or individual that is not a Party to this Agreement.
13. **Declassification of Information** means the removal of the Security Classification Level.
14. **Destruction of Classified Information** means any impact on document or object containing Classified Information in accordance with the national laws of each Party that makes it impossible to recover its shape, functionality, character, properties and content to avoid recovery of part or all the Classified Information from the residue.
15. **Reproduction of Classified Information** means making one or more copies by means of writing out, duplicating or photographing Classified Information in accordance with the national laws of each Party.
16. **Force Majeure** means any extraordinary event or circumstance which happens objectively beyond the control of either Party making the performance of its obligations under the Agreement impossible or impracticable, notwithstanding the adoption of all necessary measures within its capacity to protect the Classified Information.

### **Article 3** **Competent Authorities**

1. The Competent Authorities designated by the Parties as responsible for the general implementation of this Agreement are:
  - **For the Federative Republic of Brazil:** Institutional Security Cabinet of the Presidency of the Republic.
  - **For the Socialist Republic of Viet Nam:** Ministry of Public Security.
2. The Parties shall notify each other about any changes of the Competent Authority through diplomatic channels.





3. The Competent Authorities are obligated to:
- a) inform each other of the regulating national laws on the protection of Classified Information as well as its changes;
  - b) promptly notify each other about modifications that affect the protection of Classified Information provided under this Agreement and have an impact on this Agreement. In the event of such changes, both Parties shall discuss the necessity of amending this Agreement;
  - c) ensure close cooperation in the implementation of this Agreement by holding consultations at the request made by the other;
  - d) provide each other with information about the standards, rules, procedures and practices for the protection of Classified Information applied for each Party; and
  - e) ensure that this Agreement is implemented by all authorities, organizations, and individuals taking part in cooperation activities between the two countries in accordance with the regulations of each Party.
4. Representatives of both Competent Authorities may mutually visit their facilities with the intention of acquiring knowledge of security procedures and measures applicable to Classified Information, subject to the approval of the host Authority.

#### **Article 4** **Security Classification Levels**

1. The Parties agree that the Security Classification Levels, in accordance with their respective national laws and regulations, shall correspond to each other in the following form of equivalence:

| <b>For the Federative Republic of Brazil</b> | <b>For the Socialist Republic of Viet Nam</b> | <b>Equivalence in English</b> |
|----------------------------------------------|-----------------------------------------------|-------------------------------|
| ULTRASSECRETO                                | TUYỆT MẬT                                     | TOP SECRET                    |
| SECRETO                                      | TỐI MẬT                                       | SECRET                        |
| RESERVADO                                    | MẬT                                           | CONFIDENTIAL                  |

2. The Receiving Entity shall mark all the Classified Information received under this Agreement in accordance with its national laws.



## **Article 5**

### **Protection of Classified Information**

1. Each Party shall take all appropriate measures under their national laws and this Agreement to protect Classified Information exchanged at the same level of protection as it affords to its own Classified Information of an equivalent Security Classification Level.
2. The handling of any Classified Information exchanged between the Parties shall respect the provisions of this Agreement.
3. Each Party shall ensure confidentiality, integrity, availability, suitability, authenticity, accountability and traceability of Classified Information.

## **Article 6**

### **Use of Classified Information**

1. The Providing Entity shall:
  - a) determine appropriate Security Classification Levels in accordance with its national laws;
  - b) inform the Receiving Entity of the terms and conditions to use the provided or transmitted Classified Information;
  - c) inform the Receiving Entity timely of any access, conspiracy of access, or suspicion of unauthorized access to the provided or transmitted Classified Information; and
  - d) be responsible for the protection of Classified Information during its transportation or transmission.
2. The Receiving Entity shall:
  - a) afford the same level of protection to the Classified Information as afforded to its national Classified Information of an equivalent Security Classification Level as determined in Article 4 of this Agreement;
  - b) neither declassify nor downgrade Classified Information without the prior written consent of the Providing Entity;
  - c) neither disclose nor exchange Classified Information to a Third Party without





prior written consent of the Providing Entity;

- d) use Classified Information only for the purposes that it has been released for and in accordance with any handling requirements of the Providing Entity;
- e) ensure the protection of Classified Information in the period of time requested by the Providing Entity; and
- f) notify the Providing Entity upon receipt of the Classified Information.

3. Each Party shall ensure that access to Classified Information is granted on the “Need to Know” basis, only to individuals who are duly authorized to access Classified Information by virtue of their duties pursuant to national laws and regulations of the Receiving Entity.

#### **Article 7**

##### **Translation, Reproduction and Destruction of Classified Information**

1. All translations and reproductions of Classified Information must be protected and controlled in the same manner as the original Classified Information.
2. Translations of Classified Information shall be marked with a Classification Mark or attached with a document indicating the Security Classification Level equivalent to the original document, in line with the national laws and regulations of each Party.
3. The number of reproductions of Classified Information shall be limited to the amount required for its official purpose.
4. Classified Information with Security Classification Level equivalent to ULTRASSECRETO/TUYỆT MẬT shall not be reproduced without the prior written consent of the Providing Entity.
5. Classified Information with Security Classification Level equivalent to ULTRASSECRETO/TUYỆT MẬT shall not be destroyed without the prior written consent of the Providing Entity. It shall be returned to the Providing Entity after it is no longer considered necessary by the Receiving Entity.
6. Classified Information with Security Classification Level equivalent to SECRETO/TỐI MẬT or RESERVADO/MẬT shall be destroyed in accordance with the respective national laws and regulations after it is no longer considered necessary by the Receiving Entity.
7. If a Force Majeure makes it impossible for the Receiving Entity to protect Classified



Information provided under this Agreement, the Classified Information shall be destroyed immediately. The Receiving Entity shall promptly notify in writing the Providing Entity about the destruction of this Classified Information.

## **Article 8**

### **Transmission of Classified Information**

1. The Providing Entity and the Receiving Entity, when allowed to provide or transmit Classified Information in accordance with the national laws of each Party, shall sign an arrangement document on providing or transmitting Classified Information, which shall contain the following:

- a) list of Classified Information and the respective Security Classification Levels;
- b) purposes of the Classified Information transmitted;
- c) procedures to inform reclassification of Classified Information;
- d) requirements of protection and handling of Classified Information;
- e) methods, equipment, and measures to protect Classified Information during transportation thereof; and
- f) form of notification to the Providing Entity when the Receiving Entity receives the Classified Information.

2. Classified Information shall be transmitted through diplomatic channels or otherwise as agreed by both the Providing Entity and the Receiving Entity, in compliance with the national laws and regulations of each Party.

3. In the event of transmission of Classified Information that requires special procedures for its transportation, a logistical plan must be agreed by both Parties or by both the Providing Entity and the Receiving Entity, in writing, prior to being implemented.

4. In the event that either Party has a basis to claim that the exchange of Classified Information may be harmful to the sovereignty, the national security or against the national laws of each Party and international obligations, it may reject the request and inform the requesting Party of the reason for such rejection, in writing.



## **Article 9**

### **Visits**

1. Visits to facilities where Classified Information will be accessed, processed, recorded or stored are subject to the prior written approval of the host Party.
2. The visit request must be submitted to the host Party, including the following data that will be used for the visit:
  - a) the visitor's first and last name, date and place of birth, nationality, other citizenships and identification number or passport number;
  - b) the visitor's title and function, as well as the name and address of the organization by whom the visitor is employed or that the visitor represents;
  - c) the specification of the project or official mission in which the visitor is participating;
  - d) the document of the sending Party confirming the visitor to access the Classified Information, facilities where Classified Information is generated, accessible Security Classification Level(s) and validity;
  - e) the name of the facility to be visited;
  - f) the purpose of the visit;
  - g) the anticipated highest Security Classification Level of the Classified Information to be accessed, processed, recorded or stored;
  - h) the date and duration of the visit;
  - i) the total period when visits are recurring; and
  - j) the date and signature of a representative of the sending Party.
3. The visit request must be submitted at least sixty (60) days in advance of the proposed visit date, unless the sending Party and the host Party agree on a different period.
4. The host Party must inform the sending Party of the conditions to access Classified Information. The host Party may refuse the visits and inform the sending Party of the reason for such refusal.



5. The sending Party and the host Party may agree on a list of visitors entitled to recurring visits for a period not exceeding twelve (12) months. The sending Party and the host Party shall agree on the further details of these recurring visits.

6. The host Party shall inform the authority or facility to be visited of the details of those individuals whose visit requests have been approved.

7. Any Classified Information transmitted to the visitor shall be deemed Classified Information and be handled in accordance with the provisions of this Agreement. In addition, the visitor must comply with the host Party's security regulations.

8. Both Parties shall ensure, pursuant to their national laws and regulations, the protection of personal data of the individuals requesting a visit. The personal data shall not be used for any other purpose than determining the request for a visit.

9. The sending Party has the right to change the list of visitors and must inform the host Party if this occurs. The written notification will contain the reason for the change and must be sent at least sixty (60) days prior to the respective visits, unless the sending Party and the host Party agree on a different period.

## **Article 10**

### **Security Breach**

1. Each Party shall immediately notify the other Party of any suspected or discovered Security Breach handled under this Agreement.

2. The Competent Authority of the Party where the Security Breach occurs shall immediately take all necessary steps, in accordance with its national laws, to investigate any suspected or ascertained Security Breach in order to mitigate the consequences thereof and prevent possible breaches in the future. The Competent Authority of the other Party shall, if requested, cooperate in the investigation.

3. In any case, the Competent Authority of either Party where the Security Breach occurs shall inform the other about the results of the investigation, the causes and the extent of the damage, and the remedies to prevent a future similar Security Breach.

## **Article 11**

### **Costs**

Each Party shall bear its own costs resulting from the implementation and



supervision of all aspects of this Agreement, unless otherwise agreed by the Parties.

## **Article 12**

### **Dispute settlement**

1. Any dispute that may arise between the Parties regarding the interpretation or application of this Agreement, or any related matter, shall be resolved exclusively through consultations and negotiations between the Parties.
2. During the dispute settlement period, both Parties will continue to fulfill their obligations under this Agreement.
3. Dispute settlement procedures between both Parties shall be conducted based on the principles of consensus and confidentiality.

## **Article 13**

### **Entry into force**

This Agreement shall enter into force on the first day of the second month following the receipt of the last notification by which the Parties shall inform each other, through diplomatic channels, that their domestic legal requirements necessary for its entry into force have been fulfilled.

## **Article 14**

### **Amendments**

1. This Agreement may be amended at any time, in writing, by means of amendments and with the mutual consent between the Parties. Amendments shall be proposed through diplomatic channels. Such amendments will constitute an integral part of the Agreement and will have the same legal validity.
2. Such amendments shall enter into force in accordance with Article 13 of this Agreement.

## **Article 15**

### **Validity and Termination**

1. This Agreement is concluded for an indefinite period of time.





2. Either Party may terminate this Agreement, at any time, by written notice to the other Party through diplomatic channels.
3. Termination shall take effect six (6) months after the date of receipt of the notification by one of the Parties.
4. Upon termination, any Classified Information exchanged under this Agreement shall continue to be protected in accordance with the terms of this Agreement until the Providing Entity releases the Receiving Entity from obligations to protect such Classified Information, provided that the Classified Information remains classified at the same Security Classification Levels.

#### **Article 16** **Final provisions**

1. All formal communications between the Parties relating to the implementation of this Agreement shall be in writing, in the English language.
2. This Agreement shall not affect the rights and obligations of the two countries arising from other international treaties to which they are parties.

Done in Hanoi, on the 28<sup>th</sup> day of March of 2025, in two (2) original copies, each in the Portuguese, Vietnamese and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

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

**FOR THE GOVERNMENT OF THE  
FEDERATIVE REPUBLIC OF BRAZIL**

**Marcos Antonio Amaro dos Santos**  
Minister of State  
Chief of the Institutional Security Office of  
the Presidency of the Republic

**FOR THE GOVERNMENT OF THE  
SOCIALIST REPUBLIC OF VIET NAM**

**General Lương Tam Quang**  
Minister of Public Security

