



AGREEMENT BETWEEN THE FEDERATIVE REPUBLIC OF BRAZIL AND THE ISLAMIC REPUBLIC OF MAURITANIA ON EXCHANGE AND MUTUAL PROTECTION OF CLASSIFIED INFORMATION

The Federative Republic of Brazil

And

The Islamic Republic of Mauritania

(hereinafter referred to as the "Parties"),

In the interests of national security and to ensure the protection of Classified Information exchanged within the framework of cooperation instruments, contracts, and other agreements signed between the Parties, their accredited individuals, bodies, as well as public and private entities;

Desiring to establish a framework of rules and procedures for the protection of Classified Information in accordance with the national laws and regulations of the Parties;

Confirming that this Agreement shall not affect the commitments of either Party that derive from other international agreements and that it shall not be used against the interests, security, and territorial integrity of other States;

Have agreed as follows:

Article 1

Purpose

This Agreement establishes rules and procedures for the protection of Classified Information exchanged between the Parties, their accredited individuals, bodies, as well as public or private entities.

Article 2

Definitions

For the purposes of this Agreement, the following terms shall have the meanings assigned below:



- a) **Classified Information:** information, regardless of its form, that must be protected against unauthorized access, disclosure, or any other type of compromise, as designated, in accordance with the respective laws and regulations of each Party;
- b) **Compromise:** any form of misuse, damage, or unauthorized access, alteration, disclosure or destruction of Classified Information, as well as any other action or omission that results in the loss of its confidentiality, integrity, availability or authenticity;
- c) **Facility Security Authorization:** certification that a public or private entity has been accredited for handling Classified Information, in accordance with the national laws and regulations of each Party;
- d) **National Security Authority (NSA):** the Authority of each Party responsible for the security of Classified Information under this Agreement;
- e) **Need to Know:** the condition under which an individual requires access to information to perform official functions and tasks;
- f) **Originating Party:** the Party, including public or private entities under its jurisdiction, that initially originates the Classified Information;
- g) **Personal Security Credential:** certification that an individual has been accredited to handle Classified Information, at a given Security Classification Level, in accordance with the national laws and regulations of each Party;
- h) **Receiving Party:** the Party, including public or private entities under its jurisdiction, to which the Classified Information is transmitted;
- i) **Security Breach:** any intentional or accidental action or omission that result in an actual or potential compromise of Classified Information;
- j) **Security Classification Level:** the level of protection assigned to Classified Information, in accordance with the national laws and regulations of each Party;
- k) **Third Party:** any organization, government, or individual that is not a Party to this Agreement; and
- l) **Handling of Classified Information:** a set of actions related to the creation, receipt, classification, use, access, reproduction, transport, transmission, distribution, archiving, storage, disposal, or control of Classified Information at any Security Classification Level.

Article 3

National Security Authority

The National Security Authorities, responsible for the implementation and supervision of this Agreement, are:



On behalf of the Federative Republic of Brazil:

The Chief Minister of the Institutional Security Cabinet of the Presidency of the Federative Republic of Brazil

On behalf of the Islamic Republic of Mauritania:

The Minister of Defense, Pensioners' Affairs and Children of Martyrs

1. Each Party shall provide the other with the contact details of its respective NSA, in writing.
2. Each NSA shall inform the other of its respective national laws and regulations governing Classified Information, as well as any modifications thereto.
3. The Parties, through their NSAs, shall notify each other about any changes in their official title or structure or of the transfer of their powers to another entity.
4. To ensure close cooperation in the implementation of this Agreement, the NSAs may consult each other whenever necessary.
5. Representatives of both NSAs may conduct mutual visits to their respective facilities to gain knowledge of security procedures and measures applicable to Classified Information, subject to the approval of the host Party's NSA.
6. Upon request, the NSAs may assist each other in the security credentialing procedures for personnel and facilities.

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:

In the Federative Republic of Brazil	Equivalent in English	In the Islamic Republic of Mauritania
ULTRASSECRETO	TOP SECRET	TRÈS SECRET
SECRETO	SECRET	SECRET
RESERVADO	CONFIDENTIAL	CONFIDENTIEL
RESERVADO	RESTRICTED	DIFFUSION RESTREINTE



2. Any Classified Information produced under this Agreement shall be marked with the Originating Party's equivalent Security Classification Level in accordance with Paragraph 1 of this Article.
3. Any Classified Information received under this Agreement shall be marked with the Receiving Party's equivalent Security Classification Level in accordance with Paragraph 1 of this Article.
4. The Parties shall notify each other of any changes to the Security Classification Levels specified in Paragraph 1 of this Article.
5. The Parties shall notify each other of any changes or amendments to the Security Classification Level of Classified Information.
6. The Originating Party shall inform the Receiving Party of any condition or limitation on the use of the Classified Information.
7. The Parties shall mutually recognize their Personnel and Facility Security certificates.

Article 5

Protection of Classified Information

1. The handling of any Classified Information exchanged between the Parties shall comply with the provisions of this Agreement.
2. Each Party shall take necessary measures to protect Classified Information, in accordance with its Security Classification Level and applicable national laws and regulations.
3. Each Party shall ensure that adequate security measures are in place to protect Classified Information processed, stored, or transmitted through communication and information systems, in accordance with the Security Classification Level and national laws and regulations.
4. Each Party shall guarantee the confidentiality, integrity, availability, and, where applicable, non-repudiation, authenticity, accountability, and traceability of Classified Information.
5. The Parties shall not disclose any Classified Information without the prior written consent of the Originating Party.



Article 6

Use of Classified Information

1. Each Party shall ensure that Classified Information provided or exchanged under this Agreement shall not:
 - a. be declassified or downgraded without the prior written consent of the Originating Party; and
 - b. be used for purposes other than those agreed upon by the Originating Party.
2. Each Party shall, in accordance with its constitutional requirements, national laws and regulations, respect the principle of originator consent.

Article 7

Access to Classified Information

1. Each Party shall ensure that access to Classified Information is granted strictly on a Need to Know basis.
2. Each Party shall ensure that individuals granted access to Classified Information are informed of their responsibilities regarding its protection in accordance with national laws and regulations.
3. The Parties shall ensure that access to Classified Information is granted only to individuals who hold appropriate security clearance or are duly authorized by virtue of their official functions in accordance with national laws and regulations.
4. Each Party shall ensure that any entity under its jurisdiction that may receive or generate Classified Information is duly accredited.

Article 8

Translation, Reproduction and Destruction of Classified Information

1. All translations and reproductions of Classified Information shall be protected, controlled, and maintained at the same Security Classification Level as the originals.
2. The number of reproductions shall be limited to the minimum required for official purposes.



3. Classified Information received under this Agreement will not be destroyed.
4. When Classified Information is no longer deemed necessary by the Receiving Party, it shall be returned to the Originating Party.

Article 9

Transmission of Classified Information

1. Classified Information shall be transmitted between the Parties, through diplomatic channels, or as otherwise agreed in writing by the respective NSAs.
2. Classified Information transmitted via communication systems, networks, or other electronic means shall use encryption methods mutually accepted by the respective NSAs.
3. If the transmission of Classified Information requires special procedures for transport, a logistical plan shall be agreed upon in writing by both NSAs in advance.

Article 10

Visits

1. Visits to facilities where Classified Information is processed or stored shall be subject to prior approval by the host Party's NSA, unless mutually agreed otherwise by the Parties.
2. The visit request must be submitted to the host Party's NSA and include the following details, which shall be used solely for visit-related purposes:
 - a. visitor's full name, date and place of birth, nationality, other citizenships, and identification card/passport number;
 - b. visitor's title and function, along with the name and address of their employing organization;
 - c. specification of the project in which the visitor is participating;
 - d. visitor's security clearance level and validity;
 - e. name of the facility to be visited;
 - f. purpose of the visit;
 - g. date and duration of the visit;
 - h. total period for recurring visits; and
 - i. date and signature of the competent authority.



3. The visit request must be submitted at least thirty (30) days in advance, unless otherwise approved by the host NSA.
4. Any Classified Information shared with the visitor shall be deemed Classified Information under this Agreement. The visitor must comply with the host Party's security regulations.
5. If authorized, the host Party's NSA shall notify the requesting Party at least fifteen (15) days in advance and also inform the facility to be visited.

Article 11 Security Breach

1. In the event of a Security Breach related to Classified Information under this Agreement, the NSA of the Party where the breach occurred shall immediately notify the NSA of the other Party.
2. Each Party shall take all necessary steps, in accordance with its national laws and regulations, to investigate incidents where there is reasonable suspicion that Classified Information has been compromised or lost.
3. Each Party shall take legal measures to mitigate the consequences of a Security Breach.
4. The Party where the Security Breach occurred shall conduct an investigation, follow up on the incident, and promptly inform the other Party of the findings and the corrective measures taken.
5. If a Security Breach occurs in a Third Party, the NSA of the Party that transmitted the information shall immediately notify the NSA of the other Party.
6. The transmitting Party shall inform the NSA of the other Party of the investigation results and corrective measures taken.
7. Each Party may, if requested, cooperate with the Security Breach investigation process.
8. Each Party may request information regarding the Security Breach investigation.
9. Corrective measures shall be implemented to prevent future Security Breaches.



Article 12

Costs

Each Party shall bear its own costs resulting from the implementation and supervision of this Agreement.

Article 13

Dispute Settlement

1. Any dispute regarding the interpretation or application of this Agreement shall be resolved through consultations and negotiations between the Parties, through diplomatic channels, unless mutually approved between the NSAs.
2. During the dispute resolution process, both Parties shall continue to fulfill their obligations under this Agreement.
3. No dispute or disagreement may be referred to any international court or Third Party for settlement.
4. All dispute resolution procedures shall be conducted under the principle of confidentiality.

Article 14

Communication

All communications between the Parties concerning the implementation of this Agreement shall be in writing and preferably in the English language.

Article 15

Implementation

This Agreement shall enter into force thirty (30) days after the Parties have mutually notified each other, through diplomatic channels, that they have fulfilled their respective domestic legal requirements for its entry into force.



Article 16

Amendments

1. This Agreement may be amended at any time, in writing, by mutual consent of the Parties.
2. Amendments shall enter into force following the procedures outlined in Article XV.

Article 17

Term and Termination

1. This Agreement shall remain in effect indefinitely.
2. Either Party may terminate this Agreement at any time by providing written notice through diplomatic channels.
3. Termination shall take effect six (6) months after the other Party receives the termination notice.
4. Upon termination, all Classified Information exchanged under this Agreement shall continue to be protected, unless the Originating Party releases the Receiving Party from this obligation.

Article 18

Final Provisions

The Parties shall promptly notify each other of any changes in their national laws and regulations affecting the protection of Classified Information under this Agreement. In such cases, the Parties shall review and, if necessary, revise this Agreement.

Done in Rio de Janeiro, on the *1st of April* of 2025, in two originals, each in the Portuguese, Arabic, French, and English languages, all texts being equally authentic. In case of any divergence in interpretation, the English text shall prevail.



FOR THE FEDERATIVE REPUBLIC OF
BRAZIL

Marcos Antonio Amaro do Santos
Chief Minister of the Institutional Security
Cabinet of the Presidency of the
Federative Republic of Brazil

FOR THE ISLAMIC REPUBLIC OF MAURITANIA

Hanena Ould Sidi
Minister of Defense, Pensioners' Affairs and
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