

- (b) “protected information” means any information that Canada has so designated by means of an appropriate marking and which, if disclosed to unauthorised third parties, could cause injury to a Canadian person, entity or public interest. This information may be in oral, visual, electronic, magnetic, or document form, or in the form of material, equipment or technology and includes reproductions, translations, and material in the process of development;
- (c) “contractor” means an individual or legal entity possessing the legal capacity to enter into contracts; this term may also refer to a subcontractor, but does not include an individual engaged by Canada or the EU under a contract of employment;
- (d) “need-to-know” means that access to classified information is limited to authorised individuals who need to have access to that classified information in order to perform their official duties;
- (e) “Federal Government” means the federal government departments of Canada and all divisions and branches of the federal public administration of Canada;
- (f) “third party” means any person or entity other than the Parties.

ARTICLE 2

Scope

1. This Agreement applies to classified information provided or exchanged between the Parties.
2. This Agreement also contains provisions on the protection of Canadian protected information provided to the EU. Unless otherwise specified, all references in this Agreement to classified information shall be deemed to refer also to Canadian protected information.
3. The receiving Party shall protect classified information provided to it by the other Party from being lost, compromised or disclosed without authorisation, in accordance with this Agreement. Each Party shall, in accordance with its laws and regulations, take measures to implement its obligations under this Agreement.
4. The receiving Party shall use this classified information only for the purposes established by the providing Party or the purposes for which the classified information has been provided or exchanged.
5. This Agreement does not constitute a basis to compel the release of classified information by the Parties.