

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE CZECH REPUBLIC

AND

THE COUNCIL OF MINISTERS OF THE REPUBLIC OF ALBANIA

ON THE EXCHANGE

AND MUTUAL PROTECTION

OF CLASSIFIED INFORMATION

The Government of the Czech Republic and the Council of Ministers of the Republic of Albania, hereinafter referred to as "the Parties",

Wishing to ensure the protection of Classified Information exchanged between them or between legal entities or individuals under the jurisdiction of their states have, in mutual respect for national interests and security,

Agreed upon the following:

ARTICLE 1 SCOPE OF THE AGREEMENT

1. The objective of this Agreement is to ensure the protection of Classified Information exchanged or generated in the course of co-operation between the Parties or between legal entities or individuals under the jurisdiction of their states.
2. This Agreement shall apply to any contract or agreement as well as any other co-operation between the Parties or between legal entities or individuals under the jurisdiction of their states involving Classified Information.

ARTICLE 2 DEFINITIONS

For the purpose of this Agreement:

"Classified Information" means any information that, regardless of its form, requires protection against unauthorised disclosure, misappropriation or loss, and has been designated as such, in accordance with the national legislation of the state of either Party.

"Classified Contract" means a contract that contains or involves access to Classified Information.

"Originating Party" means the Party including legal entities or individuals under the jurisdiction of its state, which releases Classified Information.

"Recipient Party" means the Party including legal entities or individuals under the jurisdiction of its state, which receives Classified Information.

"Third Party" means any state including legal entities or individuals under its jurisdiction or international organisation not being a party to this Agreement.

**ARTICLE 3
COMPETENT SECURITY AUTHORITIES**

1. Competent Security Authorities responsible for the protection of Classified Information as well as the application of this Agreement are:

In the Czech Republic:

Národní bezpečnostní úřad (National Security Authority)

In the Republic of Albania:

Drejtoria e Sigurimit të Informacionit të Klasifikuar (National Security Authority)

2. The Competent Security Authorities shall provide each other with their official contact details.

**ARTICLE 4
SECURITY CLASSIFICATION LEVELS**

The equivalence of security classification levels is as follows:

In the Czech Republic	In the Republic of Albania	Equivalent in English
PŘÍSNĚ TAJNÉ	TEPËR SEKRET	TOP SECRET
TAJNÉ	SEKRET	SECRET
DŮVĚRNÉ	KONFIDENCIAL	CONFIDENTIAL
VYHRAZENÉ	I KUFIZUAR	RESTRICTED

**ARTICLE 5
ACCESS TO CLASSIFIED INFORMATION**

Access to Classified Information released under this Agreement shall be limited only to individuals duly authorised in accordance with the national legislation of the state of the respective Party.

ARTICLE 6 SECURITY PRINCIPLES

1. The Originating Party shall:
 - a) ensure that Classified Information is marked with appropriate security classification markings in accordance with the national legislation of its state;
 - b) inform the Recipient Party of any release conditions of Classified Information;
 - c) inform the Recipient Party of any subsequent changes in classification or declassification.

2. The Recipient Party shall:
 - a) ensure that Classified Information is marked with the equivalent security classification level marking in accordance with Article 4 of this Agreement;
 - b) ensure the same degree of protection to Classified Information as afforded to its national Classified Information of the equivalent security classification level;
 - c) ensure that Classified Information is not declassified nor its classification changed, except if authorised in writing by the Originating Party;
 - d) ensure that Classified Information is not released to a Third Party without the prior written consent of the Originating Party;
 - e) use Classified Information only for the purpose it has been released for and in accordance with handling requirements of the Originating Party.

ARTICLE 7 SECURITY CO-OPERATION

1. In order to maintain comparable standards of security, the Competent Security Authorities shall, on request, inform each other of national security standards, procedures and practices for the protection of Classified Information.

2. The Competent Security Authorities shall, on request, in accordance with the national legislation, assist each other during the Personnel Security Clearance and Facility Security Clearance procedures.

3. The Parties shall recognise their Personnel Security Clearances and Facility Security Clearances in accordance with the national legislation. Article 4 of this Agreement shall apply accordingly.

4. The Competent Security Authorities shall promptly notify each other about changes in recognised Personnel Security Clearances and Facility Security Clearances.
5. The co-operation under this Agreement shall be effected in the English language.

ARTICLE 8 CLASSIFIED CONTRACTS

1. The Competent Security Authorities shall, on request, confirm that proposed contractors as well as individuals participating in pre-contractual negotiations or in the implementation of Classified Contracts have an appropriate Personnel Security Clearance or Facility Security Clearance.
2. The Competent Security Authorities may request that a security inspection is carried out at a facility to ensure continuing compliance with national legislation regarding protection of Classified Information.
3. Classified Contracts shall contain programme security instructions on the security requirements and on the classification of each aspect or element of the Classified Contract. A copy of the programme security instructions shall be forwarded to the Competent Security Authority of the state of the Party under whose jurisdiction the Classified Contract is to be implemented.

ARTICLE 9 TRANSMISSION OF CLASSIFIED INFORMATION

1. Classified Information shall be transmitted in accordance with the national legislation of the state of the Originating Party through diplomatic channels or as otherwise agreed between the Competent Security Authorities.
2. The Recipient Party shall confirm in writing the receipt of Classified Information of level DŮVĚRNÉ / KONFIDENCIAL / CONFIDENTIAL and above.
3. The Parties may transmit Classified Information by electronic means in accordance with security procedures approved by the Competent Security Authorities.

ARTICLE 10 REPRODUCTION, TRANSLATION AND DESTRUCTION OF CLASSIFIED INFORMATION

1. Reproductions and translations of Classified Information shall bear appropriate security classification markings and shall be protected as the original Classified Information. Number of reproductions shall be limited to the minimum needed.

2. Translations shall bear a note in the language of translation indicating that they contain Classified Information of the Originating Party.
3. Classified Information marked as PŘÍSNĚ TAJNÉ / TEPĚR SEKRET / TOP SECRET shall be translated or reproduced only upon the prior written consent of the Originating Party.
4. Classified Information marked as PŘÍSNĚ TAJNÉ / TEPĚR SEKRET / TOP SECRET shall not be destroyed and shall be returned to the Originating Party.
5. In case of crisis situation, which makes it impossible to protect and return Classified Information generated or released in accordance with this Agreement, the Classified Information shall be destroyed immediately. The Competent Security Authority of the Recipient Party shall notify the Competent Security Authority of the Originating Party about the destruction of the Classified Information as soon as possible.

ARTICLE 11 VISITS

1. Visits requiring access to Classified Information are subject to the prior written consent of the respective Competent Security Authority, unless otherwise agreed between the Competent Security Authorities.
2. The request for visit shall be submitted through the Competent Security Authorities at least twenty days before the visit. In urgent cases, the request for visit may be submitted at a shorter notice, subject to prior co-ordination between the Competent Security Authorities.
3. The request for visit shall include:
 - a) first and last name of the visitor, date and place of birth, nationality and passport/ID card number;
 - b) position of the visitor and specification of the facility, which the visitor represents;
 - c) visitor's Personnel Security Clearance level and its validity;
 - d) date and duration of the visit; in case of recurring visit the total period of time covered by the visits shall be stated;
 - e) purpose of the visit including the highest level of Classified Information to be involved;
 - f) name, address, phone/fax number, e-mail address and point of contact of the facility to be visited;
 - g) date, signature and stamping of the official seal of the Competent Security Authority.

4. The Competent Security Authorities may agree on a list of visitors entitled to make a recurring visit. Further details of the recurring visit are subject to the co-ordination between the Competent Security Authorities.
5. Classified Information acquired by a visitor shall be considered as Classified Information released under this Agreement.

ARTICLE 12 BREACHES OF SECURITY

1. The Parties shall immediately inform each other in writing of any proved or suspected breach of security resulting in loss, misappropriation or unauthorised disclosure of Classified Information.
2. The competent authorities of the Recipient Party shall investigate the incident without delay. The competent authorities of the Originating Party shall, if required, co-operate in the investigation.
3. In any case, the Competent Security Authority of the Recipient Party shall inform the Competent Security Authority of the Originating Party in writing about the circumstances under which the breach of security occurred, the extent of the damage, the measures adopted for its mitigation and the outcome of the investigation.

ARTICLE 13 EXPENSES

The Parties shall bear their own expenses incurred in the course of the application of this Agreement.

ARTICLE 14 INTERPRETATION AND DISPUTES

Any dispute regarding the interpretation or application of this Agreement shall be settled by negotiation between the Parties and shall not be referred to any national or international tribunal or Third Party for settlement.

ARTICLE 15 FINAL PROVISIONS

1. This Agreement is concluded for an indefinite period of time. This Agreement shall enter into force on the first day of the second month following the date of receipt of the last of notifications between the Parties, through diplomatic channels, that the internal legal procedures for this Agreement to enter into force have been fulfilled.

2. This Agreement may be amended on the basis of the mutual consent of the Parties. Such amendments shall enter into force in accordance with paragraph 1 of this Article.
3. Each of the Parties is entitled to terminate this Agreement in writing at any time. In such a case, the validity of this Agreement shall expire after six months following the day on which the other Party receives the written notice of the termination.
4. Regardless of the termination of this Agreement, all Classified Information released or generated under this Agreement shall be protected in accordance with the provisions set forth herein until the Originating Party dispenses the Recipient Party from this obligation.
5. This Agreement does not prejudice the rights and obligations of the Parties arising from other international agreements.

In witness of which, the undersigned, duly authorised to this effect, have signed this Agreement.

Done in *Prague*..... on *19 November 2009*..... in two originals, in the Czech, Albanian and English languages, each text being equally authentic. In case of different interpretation the English text shall prevail.


For the Government of the Czech
Republic


For the Council of Ministers
of the Republic of Albania