

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE CZECH REPUBLIC
AND
THE GOVERNMENT OF THE KINGDOM OF NORWAY
ON
THE EXCHANGE AND MUTUAL PROTECTION
OF CLASSIFIED INFORMATION

PREAMBLE

The Government of the Czech Republic and the Government of the Kingdom of Norway, hereinafter referred to as the "Parties", wishing to ensure the protection of Classified Information exchanged between them or between public and private entities under their jurisdiction, 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 protection of Classified Information exchanged or generated in the course of co-operation between the Parties.
2. This Agreement is not intended to conflict with national laws and regulations of the Parties.
3. This Agreement shall be applied to any contract or agreement as well as any other co-operation between the Parties involving Classified Information.
4. This Agreement shall not be invoked by either Party to obtain any Classified Information from the other Party.

ARTICLE 2 DEFINITIONS

For the purposes of this Agreement, these terms shall mean the following:

Classified Information: Information that, under the national laws and regulations of either Party, requires protection against unauthorised disclosure, misappropriation or loss, and has been designated as such, regardless of its form.

Classified Contract: A contract, which contains or involves Classified Information.

Originating Party: The Party, including any public or private entities under its jurisdiction, which releases Classified Information to the other Party.

Recipient Party: The Party, including any public or private entities under its jurisdiction, which receives Classified Information from the Originating Party.

Third Party: A state, including any public or private entities under its jurisdiction, or an international organisation not being a party to this Agreement.

ARTICLE 3 SECURITY CLASSIFICATIONS

1. Classified Information released under this Agreement shall be marked with security classification markings as appropriate under national laws and regulations of the Parties.

2. The equivalence of national security classification markings are as follows:

In the Czech Republic In the Kingdom of Norway Equivalent in English language

PŘÍSNĚ TAJNÉ	STRENGT HEMMELIG	TOP SECRET
TAJNÉ	HEMMELIG	SECRET
DŮVĚRNÉ	KONFIDENSIELT	CONFIDENTIAL
VYHRAZENÉ	BEGRENSET	RESTRICTED

ARTICLE 4
COMPETENT SECURITY AUTHORITIES

1. The Competent Security Authorities responsible for security and safeguarding of Classified Information as well as the implementation of this Agreement are the following:

In the Czech Republic:

Národní bezpečnostní úřad

In the Kingdom of Norway:

Nasjonal sikkerhetsmyndighet.

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

ARTICLE 5
ACCESS TO CLASSIFIED INFORMATION

1. Access to Classified Information released under this Agreement shall be limited to individuals duly authorised for such access in accordance with national laws and regulations of the respective Party.

2. The Parties shall mutually recognize Personnel Security Clearances and Facility Security Clearances issued in accordance with national laws and regulations, as regards access to Classified Information exchanged under this Agreement. Article 3, paragraph 2 shall apply accordingly.

ARTICLE 6
PROTECTION OF CLASSIFIED INFORMATION

1. The Originating Party shall:

a) ensure that Classified Information is marked with an appropriate security

classification marking in accordance with national laws and regulations;

- b) ensure, if necessary, that the Recipient Party is aware that the released Classified Information requires protection under this Agreement;
- c) inform the Recipient Party of any conditions of release or limitations on its use.
- d) inform the Recipient Party of any subsequent changes in classification;

2. The Recipient Party shall:

- a) ensure that received Classified Information is marked with equivalent security classification markings in accordance with Article 3 of this Agreement;
- b) afford the same degree of protection to received Classified Information as provided to their own Classified Information of equivalent security classification level;
- c) ensure that classifications are not altered, except if authorised in writing by the Originating Party.

ARTICLE 7 RESTRICTIONS ON USE

- 1. The Recipient Party shall use the Classified Information only for the purpose it has been released for and within limitations stated by the Originating Party.
- 2. The Recipient Party shall not release Classified Information to a Third Party without a prior written consent of the Originating Party.

ARTICLE 8 TRANSMISSION OF CLASSIFIED INFORMATION

Classified Information shall be transmitted between the Parties in accordance with national laws and regulations of the Originating Party, through diplomatic channels or as otherwise agreed between the Competent Security Authorities.

ARTICLE 9
TRANSLATION, REPRODUCTION AND DESTRUCTION

1. All translations shall bear appropriate security classification markings and a suitable notation in the language of the translation, indicating that it contains Classified Information of the Originating Party.
2. All translations and reproductions shall be protected as the original Classified Information. The translations and number of reproductions shall be limited to the amount required for official purposes.
3. Classified Information marked as PŘÍSNĚ TAJNÉ / STRENGT HEMMELIG shall be translated or reproduced only upon the prior written consent of the Originating Party.
4. Classified Information shall be destroyed in accordance with national laws and regulations of the Recipient Party. Classified Information marked as PŘÍSNĚ TAJNÉ / STRENGT HEMMELIG shall not be destroyed and shall be returned to the Originating Party.

ARTICLE 10
VISITS

1. Visits involving access to Classified Information shall be subject to prior written permission by the respective Competent Security Authority, unless otherwise agreed by the Competent Security Authorities. Visits shall be permitted only to individuals duly authorised for such access in accordance with national laws and regulations of the respective Party.
2. A request for visit shall be submitted to the respective Competent Security Authority twenty (20) days prior to the commencement of the visit. In urgent cases, a request for visit may be submitted on a shorter notice.
3. A request for visit shall include the following:

- a) name of visitor, date and place of birth, nationality and passport/ID card number;
- b) official status of the visitor together with a specification of the facility, which the visitor represents;
- c) validity and the level of Personnel Security Clearance of the visitor;
- d) name, address, phone/fax number, e-mail and point of contact of the facility to be visited;
- e) purpose of the visit, including the highest level of Classified Information involved;
- f) date and duration of the visit. In case of a recurring visit the total period covered by the visits should be stated.

4. Subject to the approval of both Competent Security Authorities, a list of recurring visitors may be established. The list shall be valid for an initial period not exceeding twelve (12) months and may be extended for a further period of time, not exceeding twelve (12) months, subject to the prior approval of the respective Competent Security Authority. The requests for recurring visits shall be submitted in accordance with the provisions above. Once a list has been approved, visits may be arranged directly between the facilities involved.

5. Any Classified Information acquired by a visitor shall be considered as Classified Information released under this Agreement.

6. The Parties shall ensure the protection of personal data of a visitor in accordance with respective national laws and regulations.

ARTICLE 11

CLASSIFIED CONTRACTS

1. Classified Contracts shall be concluded and implemented in accordance with national laws and regulations of the respective Party regarding protection of Classified Information.

2. On request, the Competent Security Authorities shall notify each other about the security status of the proposed contractor residing in their country as well as individuals participating in pre-contractual negotiations or during Classified Contracts.
3. Each Competent Security Authority may request that a security inspection is carried out at a facility to ensure continuing compliance with security standards according to national laws and regulations.
4. Information about proposed sub-contractors shall be submitted by the contractor to the Competent Security Authority for approval. If approved, the sub-contractor must fulfill the same security obligations as have been set for the contractor.
5. A Classified Contract shall contain Security Section on the security requirements and on the classification of each aspect or element of the Classified Contract.
6. The Competent Security Authority of the Originating Party shall pass a copy of the Security Section to the Competent Security Authority of the Recipient Party to allow security oversight.

ARTICLE 12

SECURITY CO-OPERATION

1. In order to achieve and maintain comparable standards of security, the Competent Security Authorities shall, on request, provide each other with information about their national security standards, procedures and practices for the protection of Classified Information. To this aim the Competent Security Authorities may conduct mutual visits.
2. On request, the Competent Security Authorities shall, within the limits set up by their national laws and regulations, assist each other in carrying out Personnel Security Clearance and Facility Security Clearance procedures.

3. The Competent Security Authorities shall promptly inform each other about changes in mutually recognized Personnel Security Clearances and Facility Security Clearances in accordance with Article 5 paragraph 2, especially in cases of their revocation or termination.

4. The co-operation under this Agreement shall be effected in English language.

ARTICLE 13 BREACH OF SECURITY

1. In the event of a security breach resulting in loss, misappropriation or unauthorised disclosure of Classified Information or suspicion of such a breach, the Competent Security Authority of the Recipient Party shall immediately inform in writing the Competent Security Authority of the Originating Party.

2. The appropriate authorities of the Recipient Party (assisted by appropriate authorities of the Originating Party, if required) shall carry out an immediate investigation of the incident in accordance with their national laws and regulations.

3. The Competent Security Authority of the Recipient Party shall without delay inform Competent Security Authority of the Originating Party about the circumstances of the incident, inflicted damage, measures adopted for its mitigation and the outcome of the investigation.

ARTICLE 14 EXPENSES

Each Party shall bear its own expenses incurred in the course of implementation of this Agreement.

ARTICLE 15
INTERPRETATION AND DISPUTES

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

ARTICLE 16
RELATIONS TO PREVIOUS AGREEMENTS

1. When this Agreement enters into force, the Arrangement between the Ministry of Defence of the Czech Republic and the Ministry of Defence of the Kingdom of Norway on Classified Military Information Protection, done in Oslo on July 1 1999, shall be terminated.

2. Classified Information exchanged on the basis of the Arrangement mentioned in paragraph 1 of this Article shall be protected in accordance with the provisions of this Agreement.

ARTICLE 17
FINAL PROVISIONS

1. This Agreement is concluded for an indefinite period of time. It is subject to approval in accordance with national legal procedures of the Parties and shall enter into force on the first day of the second month following the receipt of the last of the notifications between the Parties that the necessary requirements for this Agreement to enter into force have been met.

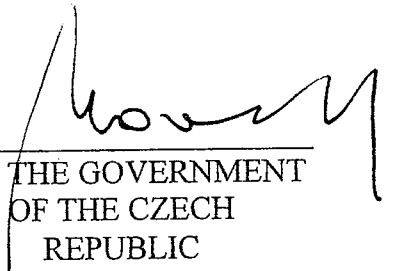
2. This Agreement may be amended on the basis of consent of the Parties. Such amendments shall enter into force in accordance with paragraph 1 of this Article.

3. Each Party has the right to terminate this Agreement in writing at any time. In such a case the validity of this Agreement shall expire after six (6) months following the date of receipt of the notice.

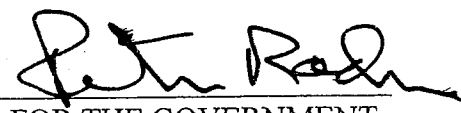
4. Notwithstanding the termination of this Agreement, all Classified Information released or generated under this Agreement shall continue to be protected in accordance with the provisions of this Agreement until the Originating Party dispenses the Recipient Party from this obligation.

Done in Prague on 27 June 2008 in two originals, both in Czech, Norwegian and English languages, all texts being equally authentic. In case of different interpretation the English text shall prevail.

The undersigned, being duly authorised by their respective governments, have signed this Agreement:



FOR THE GOVERNMENT
OF THE CZECH
REPUBLIC



FOR THE GOVERNMENT
OF THE KINGDOM OF
NORWAY