

**AGREEMENT**  
**BETWEEN**  
**THE CZECH REPUBLIC**  
**AND**  
**THE REPUBLIC OF FINLAND**  
**ON THE EXCHANGE**  
**AND MUTUAL PROTECTION**  
**OF CLASSIFIED INFORMATION**

The Czech Republic and the Republic of Finland, hereinafter referred to as "the Parties", wishing to ensure the protection of Classified Information exchanged between them or between legal entities or individuals under their jurisdiction have, in mutual respect for national interests and security, agreed upon the following:

## **ARTICLE 1 PURPOSE AND SCOPE OF APPLICATION**

The purpose of this Agreement is to protect Classified Information exchanged between the Parties in the field of foreign affairs, defence, security and police as well as industrial security, or transmitted within the context of the implementation or preparation of Classified Contracts, or generated within the scope of application of this Agreement.

## **ARTICLE 2 DEFINITIONS**

For the purpose of this Agreement:

**"Classified Information"** means any information, document or material transmitted or generated between the Parties that, regardless of its form, under the national laws and regulations of either Party, requires protection against unauthorised disclosure, misappropriation or loss, and has been designated as such and appropriately marked.

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

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

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

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

## **ARTICLE 3 SECURITY AUTHORITIES**

1. The National Security Authorities responsible for the protection of Classified Information as well as the implementation of this Agreement are:

In the Czech Republic:

**NÁRODNÍ BEZPEČNOSTNÍ ÚŘAD**

In the Republic of Finland:  
**ULKOASIAINMINISTERIÖ**

2. The National Security Authorities shall provide each other with their official contact details.
3. The National Security Authorities shall notify each other of their designated security authorities that are also responsible for the implementation of this Agreement.

#### **ARTICLE 4 SECURITY CLASSIFICATION LEVELS**

The equivalence of the national security classification level markings is as follows:

<b>In the Czech Republic</b>	<b>In the Republic of Finland</b>
PŘÍSNĚ TAJNÉ	ERITTÄIN SALAINEN
TAJNÉ	SALAINEN
DŮVĚRNÉ	LUOTTAMUKSELLINEN
VYHRAZENÉ	KÄYTTÖ RAJOITETTU

#### **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 laws and regulations of the relevant Party.

#### **ARTICLE 6 RESTRICTIONS ON USE OF CLASSIFIED INFORMATION**

1. The Recipient Party shall not release Classified Information to a Third Party without the prior written consent of the Originating Party.
2. The Recipient Party shall use Classified Information only for the purpose it has been released for and in accordance with the handling requirements of the Originating Party.

**ARTICLE 7  
HANDLING OF CLASSIFIED INFORMATION**

1. The Originating Party shall:
  - a) ensure that Classified Information is marked with appropriate security classification markings in accordance with the national laws and regulations;
  - b) inform the Recipient Party of any conditions of release;
  - c) inform the Recipient Party of any subsequent changes in classifications.
  
2. The Recipient Party shall:
  - a) ensure that Classified Information is marked with equivalent security classification level markings in accordance with Article 4 of this Agreement;
  - b) afford Classified Information the same degree of protection as afforded to its national Classified Information of equivalent security classification level;
  - c) ensure that Classified Information is not declassified and nor is its classification changed, except if authorised in writing by the Originating Party.

**ARTICLE 8  
SECURITY CO-OPERATION**

1. In order to maintain comparable standards of security, the National Security Authorities shall, on request, inform each other of their national security standards, procedures and practices for the protection of Classified Information.
  
2. On request, the Security Authorities shall, within the scope of the national laws and regulations, assist each other during the personnel and facility security clearance procedures.
  
3. The Parties shall recognise their respective personnel and facility security clearances in accordance with the national laws and regulations. Article 4 of this Agreement shall apply accordingly.
  
4. The National Security Authorities shall promptly notify each other about changes in recognised personnel and facility security clearance certificates, especially in cases of their revocation or termination.
  
5. The co-operation under this Agreement shall be effected in the English language.

**ARTICLE 9  
CLASSIFIED CONTRACTS**

1. On request, the National Security Authorities shall confirm that the proposed contractors and subcontractors as well as individuals participating in pre-contractual negotiations or in the implementation of Classified Contracts have appropriate security clearance certificates.
2. In the case of an open tender the National Security Authorities may confirm the existence of appropriate security clearance certificates without a formal request.
3. The National Security Authorities may request that a security inspection be carried out at a facility to ensure continuing compliance with security standards according to the national laws and regulations.
4. 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 National Security Authority of the Party under whose jurisdiction the Classified Contract is to be implemented.

**ARTICLE 10  
TRANSMISSION OF CLASSIFIED INFORMATION**

1. Classified Information shall be transmitted through diplomatic or military channels or as otherwise agreed between the National Security Authorities.
2. The Parties may transmit Classified Information by electronic means in accordance with security procedures approved by the National Security Authorities.

**ARTICLE 11  
REPRODUCTION, TRANSLATION AND DESTRUCTION OF CLASSIFIED  
INFORMATION**

1. All reproductions and translations of Classified Information shall bear appropriate security classification markings and be protected as the original Classified Information. The translations and the number of reproductions shall be limited to the minimum needed.
2. All translations shall contain a note in the language of translation indicating that it contains Classified Information of the Originating Party.

3. Classified Information marked as PŘÍSNĚ TAJNÉ / ERITTÄIN SALAINEN and TAJNÉ / SALAINEN shall be translated or reproduced only upon the prior written consent of the Originating Party.
4. Classified Information marked as PŘÍSNĚ TAJNÉ / ERITTÄIN SALAINEN shall not be destroyed and shall be returned to the Originating Party after it is no longer considered necessary in accordance with the national laws and regulations.

## ARTICLE 12 VISITS

1. Visits requiring access to Classified Information are subject to the prior written consent of the relevant Security Authority, unless otherwise agreed between the Security Authorities.
2. The request for visit shall be submitted through the 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 Security Authorities.
3. The request for visit shall include:
  - a) the visitor's first and last name, date and place of birth, nationality and passport/ID card number;
  - b) the visitor's position and the specification of the facility which the visitor represents;
  - c) the level of the visitor's personnel security clearance and its validity;
  - d) the date and duration of the visit, in case of a recurring visit the total period of time covered by the visit;
  - e) the purpose of the visit, including the highest level of Classified Information to be involved;
  - f) the name, address, phone/fax number, e-mail address and point of contact of the facility to be visited;
  - g) the date, signature by the Security Authority and the stamping of its official seal.
4. The Security Authorities may agree on a list of visitors entitled to a recurring visit. Further details of the recurring visit are subject to co-ordination between the Security Authorities.
5. Classified Information acquired by a visitor shall be considered as Classified Information released under this Agreement.

**ARTICLE 13  
BREACHES OF SECURITY**

1. The Parties shall immediately inform each other in writing of any breach of security resulting in loss, misappropriation or unauthorised disclosure of Classified Information or of any suspicion of such a breach.
2. The Party with jurisdiction shall investigate the incident without delay. The other Party shall, if required, co-operate in the investigation.
3. In any case, the Party with jurisdiction shall inform the other Party in writing about the circumstances of the breach of security, the extent of the damage, the measures adopted for its mitigation and the outcome of the investigation.

**ARTICLE 14  
EXPENSES**

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

**ARTICLE 15  
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 16  
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 notification 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 by 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 case, the validity of this Agreement shall expire six months following the day on which the other Party receives the written notice of 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. The Party in whose territory this Agreement is concluded shall, after the entry into force of the Agreement, take immediate steps so as to have the Agreement registered by the Secretariat of the United Nations in accordance with Article 102 of the United Nations Charter. The other Party shall be notified of the registration and of the registration number in the United Nations Treaty Series as soon as the United Nations Secretariat has issued it.

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

Done in *Prague* on *26 May 2008* in  
two originals, in the Czech, Finnish and English languages, each text being  
equally authentic. In case of different interpretation the English text shall prevail.

  
For the Czech Republic

  
For the Republic of Finland