

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE CZECH REPUBLIC

AND

THE GOVERNMENT OF MONTENEGRO

ON THE EXCHANGE

AND MUTUAL PROTECTION

OF CLASSIFIED INFORMATION

The Government of the Czech Republic and the Government of Montenegro, 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 be applied 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, under the national laws and regulations of the state of either Party, requires protection against unauthorised disclosure, misappropriation or loss, and has been designated as such.

"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
NATIONAL SECURITY AUTHORITIES**

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

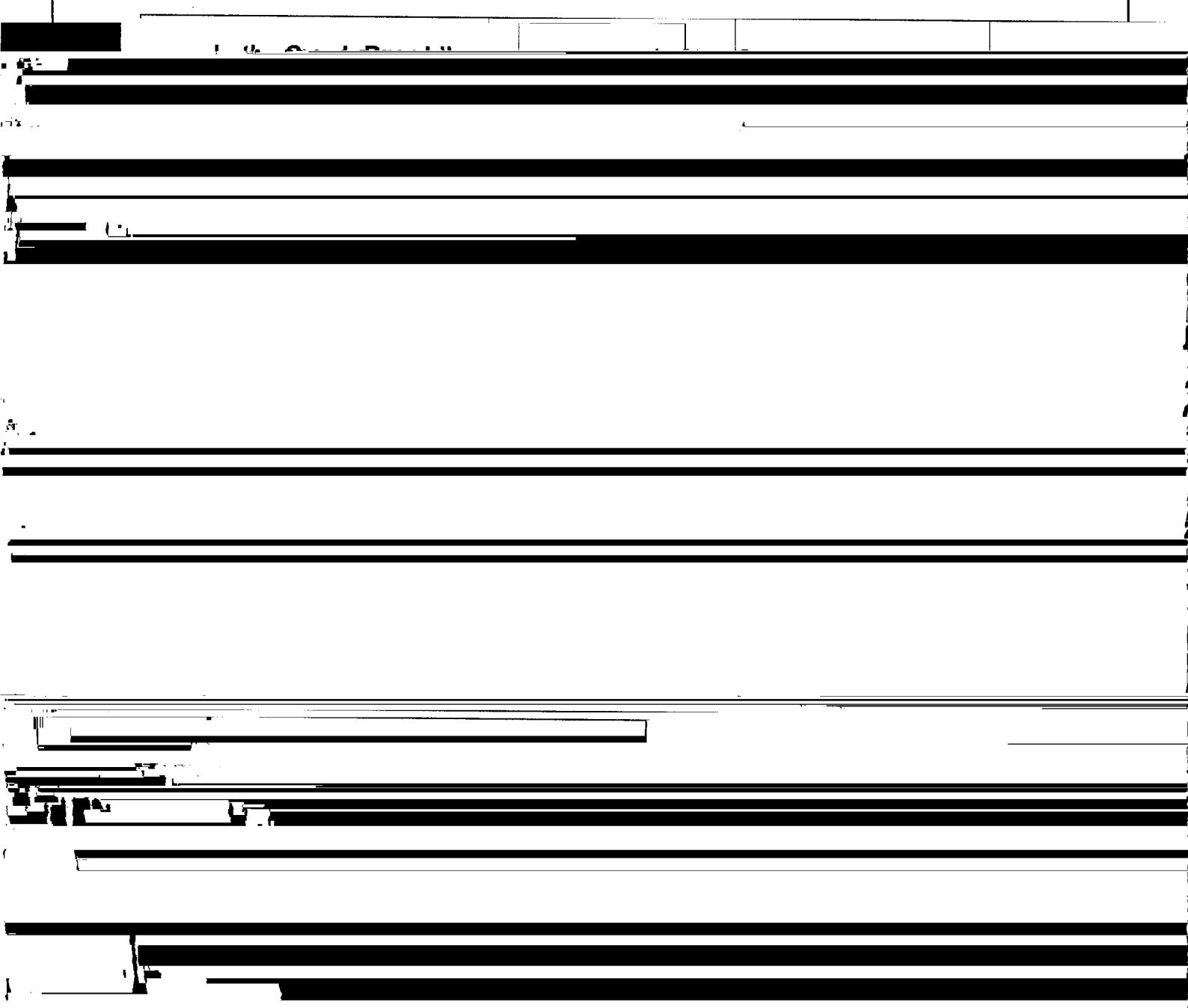
In the Czech Republic:
Národní bezpečnostní úřad

In Montenegro:
Direkcija za zaštitu tajnih podataka

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

**ARTICLE 4
SECURITY CLASSIFICATION LEVELS**

The equivalence of security classification levels is as follows:



**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 laws and regulations 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 equivalent security classification level in accordance with Article 4 of this Agreement;
 - b) afford the same degree of protection to Classified Information as afforded to its national Classified Information of 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 National Security Authorities shall, on request, inform each other of the national laws and regulations concerning protection of Classified Information and the practices stemming from their implementation.

2. On request, the National Security Authorities shall, in accordance with the national laws and regulations, assist each other during the personnel and facility security clearance procedures.

3. The Parties shall recognise their personnel and facility security clearances in accordance with the national laws and regulations of their states. 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 clearances especially in cases of their revocation or termination.

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

ARTICLE 8
CLASSIFIED CONTRACTS

1. On request, the National Security Authorities shall confirm that proposed contractors as well as individuals participating in pre-contractual negotiations or in the implementation of Classified Contracts have appropriate personnel security clearance or facility security clearance.
2. The National Security Authorities may request that a security inspection is carried out at a facility located on the territory of the state of the other Party to ensure continuing compliance with the national laws and regulations concerning 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 National 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 laws and regulations of the state of the Originating Party through diplomatic channels or as otherwise agreed between the National Security Authorities.
2. The Parties may transmit Classified Information by electronic means in accordance with the security procedures approved by the National 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 it contains Classified Information of the Originating Party.

3. Classified Information marked as PŘÍSNĚ TAJNÉ / STROGO TAJNO shall be translated or reproduced only upon the prior written consent of the Originating Party.
4. Classified Information marked as PŘÍSNĚ TAJNÉ / STROGO TAJNO shall not be destroyed and shall be returned to the Originating Party.

ARTICLE 11 VISITS

1. Visits requiring access to Classified Information are subject to the prior written consent of the respective National Security Authority, unless otherwise agreed between the National Security Authorities.
2. Requests for visit shall be submitted through the National Security Authorities at least twenty days in advance of the starting date of the visit. In urgent cases, the request for visit may be submitted at a shorter notice, subject to prior co-ordination between the National Security Authorities.
3. Requests 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 status 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 National Security Authority.
4. The National Security Authorities may agree on a list of visitors entitled to recurring visit. The National Security Authorities shall agree on the further details of the recurring visit.
5. Classified Information acquired by a visitor shall be considered as Classified Information released under this Agreement.

ARTICLE 12 BREACHES OF SECURITY

1. The National Security Authorities shall immediately inform each other in writing of a breach of security resulting in loss, misappropriation or

unauthorised disclosure of Classified Information or suspicion of such a breach.

2. The competent security authorities of the Recipient Party shall investigate the incident without delay. The competent security authorities of the Originating Party shall, if required, co-operate in the investigation.
3. In any case, the Recipient Party shall inform the Originating 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 13 EXPENSES

The Parties shall bear their own expenses incurred in the course of the implementation 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, stating 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.

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

Done in Podgorica on 29 April 2010 in two originals, in the Czech, Montenegrin 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 Government of
Montenegro**