

**SECURITY AGREEMENT
BETWEEN
THE GOVERNMENT OF THE CZECH REPUBLIC
AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
CONCERNING SECURITY MEASURES
FOR THE PROTECTION OF
CLASSIFIED MILITARY INFORMATION**

The Government of the Czech Republic and the Government of the United States of America (hereinafter the Parties),

In furtherance of mutual cooperation and to ensure the protection of classified military information,

have agreed as follows:

ARTICLE I
APPLICABILITY AND DEFINITIONS

For the purpose of this Agreement:

1. Classified military information is information in any form, that is generated by or for the Ministry of Defense of the Czech Republic or the Department of Defense of the United States of America, or that is under their jurisdiction or control, and which requires protection in the interests of the national security of the Parties.

2. For the Czech Republic, classified military information is marked "TAJNÉ", "PŘÍSNĚ TAJNÉ", or "PŘÍSNĚ TAJNÉ ZVLÁŠTNÍ DŮLEŽITOSTI".

3. For the United States of America, classified military information is marked CONFIDENTIAL, SECRET, or TOP SECRET.

4. When the Czech Republic marks classified military information:

a) "TAJNÉ", the United States of America will mark this information "CONFIDENTIAL".

b) "PŘÍSNĚ TAJNÉ", the United States of America will mark this information "SECRET".

c) "PŘÍSNĚ TAJNÉ ZVLÁŠTNÍ DŮLEŽITOSTI", the United States of America will mark this information "TOP SECRET".

5. When the United States of America marks classified military information:

- a) "CONFIDENTIAL", the Czech Republic will mark this information "TAJNÉ".
- b) "SECRET", the Czech Republic will mark this information "PŘÍSNĚ TAJNÉ".
- c) "TOP SECRET", the Czech Republic will mark this information "PŘÍSNĚ TAJNÉ ZVLÁŠTNÍ DŮLEŽITOSTI".

6. "Recipient Party" is that Party to this Agreement, which is receiving classified military information provided by the other Party.

7. "Releasing Party" is that Party to this Agreement, which is providing classified military information to the recipient Party.

ARTICLE II

PRINCIPLES GUIDING PROTECTION OF CLASSIFIED MILITARY INFORMATION

1. Classified military information provided directly or indirectly by one Party to the other Party, or to authorized representatives of the Parties, shall be protected according to the laws and regulations of the recipient Party's country and the provisions of this Agreement.

2. Each Party shall immediately inform the other Party about any change in its laws and regulations affecting the protection of classified military information with respect to this Agreement. In such a case, the Parties shall consult, as provided for in Article XV, to consider a change in this Agreement.

ARTICLE III

ACCESS TO CLASSIFIED MILITARY INFORMATION

No individual shall be entitled to access to the classified military information solely by virtue of rank, appointment, or security clearance. Access to the information shall be

granted only to those individuals whose official duties require such access and who have been granted a personnel security clearance permitting access to the information in accordance with the regulations of the Parties governing protection of the information.

The Parties shall ensure that:

a) The recipient Party will not release the information to a third-country government, person, or other entity of a third country without the prior written consent of the releasing Party.

b) The recipient Party will afford the information a commensurate degree of protection in accordance with Article I of this Agreement.

c) The recipient Party will to use, without prior written consent of the releasing Party, the information for other than the purpose for which it was provided.

d) The recipient Party will respect private rights, such as patents, copyrights, or trade secrets, which are involved in the information.

e) Each facility or establishment that handles classified military information shall maintain a registry of the clearances of individuals at the facility or establishment who are authorized to have access to such information.

f) The recipient Party shall not declassify or downgrade the level of protection of provided classified military information without consent of the releasing Party.

ARTICLE IV

MEASURES TO ENSURE PERSONNEL SECURITY

1. The determination on the granting of a personnel security clearance to an individual to handle classified military information shall be consistent with national laws and regulations of the Parties.

2. Each Party shall conduct an appropriate investigation, in accordance with its national laws and regulations, to determine that any individual to be granted access to classified military information covered by this Agreement meets national criteria for disclosure.

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3. Before a representative of a Party to this Agreement releases classified military information to a representative of the other Party, the receiving Party shall provide to the releasing Party an assurance that the representative possesses the necessary level of security clearance and requires access for official purposes and that the information will be protected by the receiving Party.

ARTICLE V VISITS

1. Authorization for visits by representatives of one Party to facilities and establishments of the other Party, where access to classified military information is required, shall be limited to those necessary for official purposes. Authorization to visit the facilities and establishments shall be granted only by government officials designated by the Parties. The Parties or their designees shall be responsible for advising the facility or establishment of the proposed visit, and the scope and highest level of classified information that may be furnished to the visitors.

2. Requests for visits by representatives of the Czech Republic to United States facilities and establishments shall be submitted through the United States Defense Attache's Office in Prague. Requests for visits by representatives of the United States of America to facilities and establishments in the Czech Republic shall be submitted through the Defense Attache's Office of the Czech Republic in Washington.

ARTICLE VI PHYSICAL SECURITY

1. Upon receipt of classified military information from the releasing Party, the recipient Party assumes responsibility for its physical security.

2. The Parties shall be responsible for security measures at all government and private facilities and establishments where the information of the other Party is available and

shall assure that qualified individuals are appointed for each such facility or establishment who shall have the responsibility and authority for the control of security measures and for protection of the information.

3. The information shall be stored in a manner that controls access pursuant to Article III of this Agreement.

ARTICLE VII TRANSMISSION OF CLASSIFIED MILITARY INFORMATION

1. Classified military information shall be transmitted between the Parties through official government channels or through other channels approved mutually by the Parties.

2. The minimum requirements for the security of the information during internal and international transmission are:

A. Documents and Other Media.

(1) Documents and other media containing classified military information shall be transmitted in double, sealed envelopes or double wrapping, the innermost envelope or wrapping bearing only the classification of the information and the organizational address of the intended recipient and the outer envelope or wrapping bearing the organizational address of the recipient, the organizational address of the sender, and, as applicable, the registry number.

(2) No indication of the classification of the enclosed information shall be made on the outer envelope or wrapping.

(3) The sealed envelope or package shall be transmitted according to agreed procedures of the Parties.

(4) Receipts shall be prepared for envelopes or packages containing classified information that are transmitted between the Parties. These receipts shall be signed by the final recipient and returned to the sender.

B. Equipment

(1) Classified equipment shall be transported in sealed covered vehicles, or be securely packaged or protected, and kept under continuous control to prevent access by unauthorized persons.

(2) Classified equipment which must be stored temporarily awaiting shipment shall be placed in secure, locked storage areas. Such areas shall be protected by intrusion-detection equipment or guards with security clearances, who shall maintain continuous surveillance of the storage area. Only authorized personnel with the requisite security clearance shall have access to the storage area.

(3) Receipts shall be obtained on every occasion when classified equipment changes hands en route, and a receipt shall be signed by the final recipient and returned to the sender.

C. Electronic Transmission.

Classified military information transmitted by electronic means shall be encrypted.

**ARTICLE VIII
ACCOUNTABILITY AND CONTROL**

Accountability and control procedures shall be established to manage the dissemination of and access to classified military information.

**ARTICLE IX
MARKING OF DOCUMENTS**

Each Party shall mark the name of the releasing Party on all classified military information received from the other Party. The information shall be marked with a national security classification marking of the recipient Party in accordance with Article I of this Agreement.

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**ARTICLE X
DESTRUCTION OF DOCUMENTS, MEDIA, AND EQUIPMENT**

1. Classified documents and other media containing classified military information shall be destroyed by burning, shredding, pulping, or other means so as to prevent reconstruction of the classified information contained therein.

2. Classified equipment shall be destroyed beyond recognition or modified so as to preclude reconstruction of the classified information in whole or in part.

**ARTICLE XI
REPRODUCTION**

When classified documents or other media are reproduced, all original security markings thereon also shall be reproduced or marked on each copy. Such reproduced documents or media shall be placed under the same controls as the original document. The number of copies shall be limited to that required for official purposes.

**ARTICLE XII
TRANSLATION**

All translations of classified military information contained in documents or other media shall be made by individuals with a security clearance pursuant to Article IV. The number of copies shall be kept to a minimum and the distribution thereof shall be controlled. Such translations shall bear appropriate security classification markings and a suitable notation in the language into which it is translated, indicating that the document contains classified information of the releasing Party.

ARTICLE XIII
RELEASE TO CONTRACTORS

Prior to the release to a contractor or prospective contractor of any classified military information received from the other Party, the recipient Party shall:

- a) Ensure that such contractor or prospective contractor and the contractor's facility have the capability to protect the information;
- b) Grant to the facility an appropriate facility security clearance;
- c) Grant appropriate personnel security clearance for those individuals whose duties require access to the information;
- d) Ensure that all individuals having access to the information are informed of their responsibilities to protect the information in accordance with applicable laws and regulations;
- e) Carry out periodic security inspections of cleared facilities to ensure that the information is protected as required herein; and
- f) Ensure that access to the information is limited to those persons who have a need to know for official purposes.

ARTICLE XIV
ACTION IN THE EVENT OF LOSS OR COMPROMISE
OR POSSIBLE LOSS OR COMPROMISE

The releasing Party shall be informed immediately of all losses or compromises, as well as possible losses or compromises. The recipient Party shall initiate an investigation to determine the circumstances. The results of the investigation and information regarding measures taken to prevent recurrence shall be forwarded to the originating Party by the Party that conducts the investigation.

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**ARTICLE XV
REVIEW OF SECURITY SYSTEM**

1. The Parties acknowledge the need for occasional consultation regarding the obligations contained in this Agreement.

2. Security representatives of the Parties, after prior consultation, shall be permitted to visit the other Party, to discuss, and view firsthand, the implementation of this Agreement. Each Party shall assist the security representatives in determining whether classified military information provided by the other Party is being adequately protected.

**ARTICLE XVI
EXECUTIVE AGENCIES**

1. The executive agency for the Government of the Czech Republic is the Department of Defense. The executive agency for the Government of the United States of America is the Ministry of Defense.

2. The designated executive agencies may conclude an agreement on implementation instructions to this Agreement.

**ARTICLE XVII
IMPLEMENTATION AND TERMINATION**

1. This agreement shall enter into force upon the date of its signature. It shall remain in force for a period of five years and shall be automatically extended for another five years, unless either Party notifies the other in writing, six months in advance, of its intention to terminate the Agreement.

2. The Parties may at any time change or supplement this Agreement after prior mutual consent.

3. Notwithstanding the termination of this Agreement, all classified military information provided pursuant to this Agreement shall continue to be protected in accordance with the provisions set forth herein.

DONE at Prag this 19 day of September 1995, in duplicate, in the Czech and English languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
CZECH REPUBLIC:



FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

