

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

THE CZECH REPUBLIC AND THE REPUBLIC OF BULGARIA

hereafter referred to as the "Parties"

Realising that good co-operation may require exchange of classified information between the Parties,

Desiring to create a set of rules regulating the mutual protection of classified information applicable to any co-operation agreements and classified contracts concluded between the Parties or between individuals or legal entities under their jurisdiction, containing or providing for access to classified information,

have agreed on the following:

ARTICLE 1 DEFINITIONS

For the purpose of this Agreement:

1. "Classified Information" shall mean information, regardless of its form, that in accordance with national laws and regulations of either Party requires appropriate protection, and has been designated as such;
2. "Breach of Security" shall mean an act or an omission contrary to the national laws and regulations which results or may result in unauthorised disclosure, misuse, damage, destruction or loss of Classified Information;
3. "Security Classification Level" shall mean the category, according to the national laws and regulations of either Party, which characterizes the importance of Classified Information;
4. "Security Clearance" shall mean a positive determination stemming from a vetting procedure that shall ascertain loyalty and trustworthiness of an individual or legal entity as well as other security aspects in accordance with the national laws and regulations of either Party;
5. "Releasing Party" shall mean the Party, including individuals and legal entities under its jurisdiction, which releases Classified Information;

6. "Receiving Party" shall mean the Party, including individuals and legal entities under its jurisdiction, which receives Classified Information;
7. "Competent Security Authority" shall mean the authority which in compliance with the national laws and regulations of either Party supervises the implementation of this Agreement, and which is determined in Article 2;
8. "Classified Contract" shall mean an agreement, which contains or provides for access to Classified Information;
9. "Third Party" shall mean a state, including individuals and legal entities under its jurisdiction or an international organization, which is not a Party to this Agreement.

ARTICLE 2

COMPETENT SECURITY AUTHORITIES AND THEIR CO-OPERATION

1. The Competent Security Authorities of the Parties are:
 - For the Czech Republic:
National Security Authority
 - For the Republic of Bulgaria:
State Commission on Information Security
2. The Competent Security Authorities shall provide each other with their official contact details.
3. 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 protection of Classified Information. To this aim the Competent Security Authorities may conduct mutual visits and consultations.
4. The Competent Security Authorities shall inform each other of any changes of their national laws and regulations regarding the protection of Classified Information.
5. On request the Competent Security Authorities shall, in accordance with the national laws and regulations of either Party, assist each other in carrying out security clearance procedures.

ARTICLE 3
EQUIVALENCE OF SECURITY CLASSIFICATION LEVELS

1. The Parties have agreed that the following Security Classification Levels are equivalent:

In the Czech Republic	In the Republic of Bulgaria	Equivalent in the English language
PŘÍSNĚ TAJNÉ	СТРОГО СЕКРЕТНО	TOP SECRET
TAJNÉ	СЕКРЕТНО	SECRET
DŮVĚRNÉ	ПОВЕРИТЕЛНО	CONFIDENTIAL
VYHRAZENÉ	ЗА СЛУЖЕБНО ПОЛЗВАНЕ	RESTRICTED

2. The Competent Security Authorities shall promptly inform each other of any changes of the Security Classification Level of released Classified Information.

ARTICLE 4
MEASURES FOR PROTECTION OF CLASSIFIED INFORMATION

1. The Parties shall adopt in compliance with their national laws and regulations all measures necessary for ensuring the appropriate protection of Classified Information received on the basis of this Agreement.
2. The protection and handling of Classified Information released under this Agreement shall be executed in compliance with the following principles:
- a) the Receiving Party shall ensure that received Classified Information is marked with a security classification marking equivalent to that assigned to it originally by the Releasing Party, in accordance with equivalence chart laid down in Article 3;
 - b) access to Classified Information shall be granted only to individuals duly authorized in accordance with the national laws and regulations of either Party;
 - c) subject to fulfillment of formal requirements laid down in national laws and regulations the Parties shall mutually recognize their respective Security Clearances;

- d) the Competent Security Authorities shall without unnecessary delay inform each other about changes in mutually recognized Security Clearances, especially in cases of their revocation or termination;
- e) the Receiving Party shall not provide received Classified Information to a Third Party without the prior written consent of the Releasing Party;
- f) the released Classified Information shall not be used for purposes other than those that it has been provided for without the prior written consent of the Releasing Party;
- g) the Receiving Party shall not alter or remove the security classification marking of the received Classified Information without the prior written consent of the Releasing Party;
- h) the Receiving Party shall in accordance with its national laws and regulations afford the equivalent level of protection to Classified Information as provided by the Releasing Party.

ARTICLE 5

TRANSMISSION OF CLASSIFIED INFORMATION

1. Classified Information shall be transmitted between the Parties in accordance with national laws and regulations of the Releasing Party, through diplomatic channels or as otherwise agreed between the Competent Security Authorities. The Receiving Party shall confirm the receipt of Classified Information.
2. Classified Information may be transmitted via protected communications systems, networks or other electromagnetic means, approved by competent authorities and holding a duly issued certificate according to national laws and regulations of either Party.

ARTICLE 6

TRANSLATION, REPRODUCTION, DESTRUCTION

1. Classified Information marked with the Security Classification Level PŘÍSNĚ TAJNÉ / СТРОГО СЕКРЕТНО / TOP SECRET shall be translated or copied only with prior written consent of the Releasing Party.
2. Translations shall bear appropriate security classification markings and suitable annotations in the language of translation indicating that the translation contains Classified Information of the other Party.
3. When Classified Information is reproduced, all original security markings thereon shall also be reproduced or marked on each copy. The number of copies shall be limited to that required for official purposes.
4. Classified Information shall be destroyed in accordance with the national laws and regulations of the Receiving Party.

5. Classified Information marked with Security Classification Level PŘÍSNĚ TAJNÉ / СТРОГО СЕКРЕТНО / TOP SECRET shall not be destroyed. It shall be returned to the Releasing Party.

ARTICLE 7

CLASSIFIED CONTRACTS

1. Classified Contracts shall be concluded and implemented in accordance with the national laws and regulations of the respective Party regarding protection of Classified Information. Upon request the Competent Security Authority of each Party shall provide information whether the proposed contractor has a Security Clearance corresponding to the required Security Classification Level and has implemented appropriate security arrangements to ensure the protection of Classified Information.
2. A security annex shall be an integral part of every Classified Contract or sub-contract. In this annex it shall be specified which Classified Information will be released to the contractor or generated as a result of the implementation of the Classified Contract, and which corresponding Security Classification Level has been assigned to this information, as well as the security measures to be applied for the protection of the Classified Information.

ARTICLE 8

VISITS

1. Visits including access to Classified Information shall be subject to the prior written approval by the Competent Security Authority.
2. The request for a visit shall be submitted at least twenty (20) days prior to the beginning of the visit and shall contain the following:
 - a. purpose of the visit;
 - b. issues containing Classified Information that are to be discussed and their highest Security Classification Level;
 - c. full name of the proposed visitor, date and place of birth, nationality and passport number or identity card number;
 - d. position of the visitor together with the name of the authority or facility which he or she represents;
 - e. level of Security Clearance held by the visitor;
 - f. full name and address of the facility to be visited;
 - g. name(s) and position(s) of the person(s) to be visited, if known;
 - h. dates and duration of the visit.

3. Each Party shall guarantee protection of personal data of the visitors, according to the respective national laws and regulations.
4. The Competent Security Authority of one of the Parties may request permission for a visit for a period of time of twelve (12) months at most. If it is assumed that a certain visit will not end within the period of time allowed, or if it is necessary to extend the period of time allowed for regular visits, the Competent Security Authority of the Party making the request must submit a new request no later than three (3) weeks before the expiration of the validity of the permission for the visit under way.
5. The Competent Security Authorities may agree on a list of persons who are allowed repeated visits. This list is initially valid for the period necessary for the performance of the tasks but not exceeding twelve (12) months.

ARTICLE 9 BREACH OF SECURITY

1. In case of a Breach of Security of Classified Information, which has been released under this Agreement, the Competent Security Authority of the Receiving Party shall inform the Competent Security Authority of the Releasing Party without delay and shall ensure appropriate investigation. The competent authorities of the Releasing Party shall, if required, cooperate in the investigation.
2. In any case, the Releasing Party shall be informed of the results of the investigation and shall receive the final report on the circumstances of the Breach of Security and the extent of damage caused.

ARTICLE 10 EXPENSES

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

ARTICLE 11 FINAL PROVISIONS

1. This Agreement is concluded for an indefinite period of time.
2. This Agreement shall enter into force on the first day following the date of receipt of the last written notification in which the Parties inform each other of the fulfillment of all internal legal procedures necessary for its entry into force.

3. The working language of the co-operation under this Agreement shall be the English language unless otherwise agreed between the Competent Security Authorities.
4. This Agreement is to be interpreted in accordance with national laws and regulations of the Parties.
5. Any disputes regarding the interpretation or implementation of this Agreement shall be resolved by means of consultations between the Competent Security Authorities of the Parties without recourse to outside jurisdiction.
6. This Agreement may be amended after mutual written consent of the Parties and the amendments shall enter into force in accordance with the procedure set forth in paragraph 2.
7. Each Party may terminate this Agreement by written notice forwarded to the other Party. The termination shall enter into force six (6) months after the date of receipt of the notice. Notwithstanding the termination of this Agreement, all Classified Information released under this Agreement shall continue to be protected in accordance with the provisions set out herein until the Releasing Party dispenses the Receiving Party from this obligation.

Done in Prague on 03 May 2007
in two originals, each in Czech, Bulgarian, and English languages, all texts being equally authentic. In case of different interpretation the English version shall prevail.

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

FOR THE CZECH REPUBLIC



FOR THE REPUBLIC OF BULGARIA

