

**AGREEMENT**

**BETWEEN**

**THE CZECH REPUBLIC**

**AND**

**THE REPUBLIC OF SLOVENIA**

**ON**

**THE EXCHANGE AND MUTUAL PROTECTION**

**OF CLASSIFIED INFORMATION**

## PREAMBLE

The Czech Republic and the Republic of Slovenia, hereinafter referred to as the "Contracting 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 DEFINITIONS

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

**Classified Information:** Information that, under the legislation of either Contracting 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 Contracting Party, including any public or private entities under its jurisdiction, which releases Classified Information.

**Recipient Party:** The Contracting Party, including any public or private entities under its jurisdiction, which receives Classified Information.

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

## ARTICLE 2 SECURITY CLASSIFICATION MARKINGS

1. Classified Information released under this Agreement shall be marked with security classification markings as appropriate under national legislation of the Contracting Parties.
2. The equivalence of national security classification level markings is as follows:

In the Czech Republic	In the Republic of Slovenia	In English
PŘÍSNĚ TAJNÉ	STROGO TAJNO	TOP SECRET
TAJNÉ	TAJNO	SECRET
DŮVĚRNÉ	ZAUPNO	CONFIDENTIAL
VYHRAZENÉ	INTERNO	RESTRICTED

### **ARTICLE 3 COMPETENT SECURITY AUTHORITIES**

The Competent Security Authorities of the Contracting Parties 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**  
(National Security Authority).

In the Republic of Slovenia:

**Urad Vlade Republike Slovenije za varovanje tajnih podatkov**  
(National Security Authority)

### **ARTICLE 4 ACCESS TO CLASSIFIED INFORMATION**

1. Access to Classified Information released under this Agreement shall be limited to individuals duly authorised in accordance with national legislation of the respective Contracting Party.
2. Subject to fulfilment of procedural requirements laid down in national legislation, the Contracting Parties shall recognise their Personnel Security Clearances. The provision of the second paragraph of Article 2 shall apply accordingly.

### **ARTICLE 5 PROTECTION OF CLASSIFIED INFORMATION**

1. The Originating Party shall:
  - a) ensure that Classified Information is marked with appropriate security classification markings in accordance with national legislation;
  - b) inform the Recipient Party
    - of any conditions of release or limitations on its use,
    - of any subsequent changes in classification.
2. The Recipient Party shall:
  - a) afford the same degree of protection to Classified Information as provided to their own Classified Information of equivalent security classification level;
  - b) ensure that Classified Information is marked with equivalent security classification markings in accordance with the provision of the second paragraph of Article 2;
  - c) ensure that classification is not altered, except if authorised in writing by the Originating Party.

**ARTICLE 6**  
**RESTRICTION ON USE OF CLASSIFIED INFORMATION**

1. The Recipient Party shall use 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 the prior written consent of the Originating Party.

**ARTICLE 7**  
**TRANSMISSION OF CLASSIFIED INFORMATION**

1. Classified Information shall be transmitted between the Contracting Parties through diplomatic channels or as otherwise agreed between the Competent Security Authorities.
2. The Contracting Parties may transmit Classified Information through approved and protected information and communication channels in accordance with security procedures agreed by the Competent Security Authorities.

**ARTICLE 8**  
**REPRODUCTION, TRANSLATION AND DESTRUCTION OF CLASSIFIED INFORMATION**

1. All reproductions and translations shall bear appropriate security classification markings and shall be protected as the original Classified Information. The number of reproductions shall be limited by the purpose Classified Information has been released for.
2. All translations shall contain an annotation 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 written consent of the Originating Party. Classified Information marked as PŘÍSNĚ TAJNÉ / STROGO TAJNO shall not be destroyed and shall be returned to the Originating Party.

**ARTICLE 9**  
**VISITS**

1. Visits necessitating access to Classified Information shall be subject to the prior permission issued by the respective Competent Security Authority, unless otherwise agreed between Competent Security Authorities.
2. A request for visit shall be submitted through Competent Security Authorities at least 20 days prior to the commencement of the visit, and include the following:
  - a) name of the visitor, date and place of birth, nationality and ID card/passport number;

- b) position 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 to be involved;
  - f) dates and duration of the visit, in case of a recurring visit the total period covered by the visits shall be stated;
  - g) date, signature and stamping of the official seal of the Competent Security Authority.
3. In urgent cases, the request for visit shall be submitted at least five working days prior to the commencement of the visit.
  4. In a particular Classified Contract Competent Security Authorities may agree on a list of visitors entitled to recurring visit. The list shall be valid for a period not exceeding 12 months. The request for a recurring visit shall be submitted in accordance with the provision of the second paragraph of this Article. 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.

## **ARTICLE 10 CLASSIFIED CONTRACTS**

1. Subject to fulfilment of procedural requirements laid down in national legislation, the Contracting Parties shall recognise their Facility Security Clearances. The provision of the second paragraph of Article 2 shall apply accordingly.
2. The Competent Security Authorities may request that a security inspection is carried out at a facility to ensure continuing compliance with security standards according to national legislation.
3. Classified Contracts shall contain provisions on the security requirements and on the classification of each aspect or element of the Classified Contract.
4. On request, the Competent Security Authorities shall confirm that the proposed contractors as well as individuals participating in pre-contractual negotiations or in the implementation of Classified Contracts have appropriate security clearances.

## **ARTICLE 11 SECURITY CO-OPERATION**

1. In order to maintain comparable standards of security, the Competent Security Authorities shall, on request, inform each other 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. The Competent Security Authorities shall inform each other of current security risks that may endanger released Classified Information.
3. On request, the Competent Security Authorities shall, in accordance with national legislation, assist each other in carrying out security clearance procedures.
4. The Competent Security Authorities shall promptly inform each other about any changes in mutually recognised security clearances.
5. The co-operation under this Agreement shall be effected in English language.

## **ARTICLE 12 BREACH OF SECURITY**

1. In the event of a security breach resulting in unauthorised disclosure, misappropriation or loss of Classified Information or suspicion of such a breach, the Competent Security Authority of the Recipient Party shall immediately inform in writing thereof 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 legislation. The Recipient Party shall without delay inform the Originating Party about the circumstances of the incident, inflicted damage, measures adopted for its mitigation and the outcome of the investigation.

## **ARTICLE 13 EXPENSES**

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

## **ARTICLE 14 INTERPRETATION AND DISPUTE SETTLEMENT**

Any dispute regarding the interpretation or application of this Agreement shall be settled by negotiation between the Contracting 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. It is subject to approval in accordance with national legal procedures of the Contracting 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 Contracting Parties that the necessary requirements for this Agreement to enter into force have been met.

2. This Agreement may be amended at any time by the written consent of the Contracting Parties. Such amendments shall enter into force in accordance with the first paragraph of this Article.
3. Each Contracting Party has the right to terminate this Agreement in writing at any time. In such a case the validity of this Agreement shall expire 6 months following the day on which the termination notice was served to the other Contracting Party.
4. In the event of termination of this Agreement all Classified Information released under this Agreement shall be returned to the Originating Party without delay.
5. Notwithstanding the termination of this Agreement, all released Classified Information shall continue to be protected in accordance with the provisions stated in this Agreement until returned to the Originating Party.
6. This Agreement does not prejudice the rights and obligations of the Contracting Parties arising from other international agreements.

Done in Ljubljana on 21 October 2008 in two originals in the Czech, Slovenian and English languages, each text being equally authentic. In case of different interpretation the English text shall prevail.

In witness whereof the undersigned, being duly authorised thereto, have signed this Agreement.

On behalf of the Czech Republic

On behalf of the Republic of Slovenia

