

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE CZECH REPUBLIC
AND
THE GOVERNMENT OF THE REPUBLIC OF LATVIA
CONCERNING
THE MUTUAL PROTECTION OF CLASSIFIED
INFORMATION

The Government of the Czech Republic and the Government of the Republic of Latvia (hereinafter referred to as "the Parties"),

Willing to ensure the safety of all classified information, which has been marked as such either by or at the instance of authorities of the state of a Party and which has been transferred to the other Party through competent authorities or entities in accordance with the requirements of public administration or within the scope of co-operation agreements and contracts with individuals or legal entities of both countries;

Starting from the conception of a regulation concerning the mutual protection of classified information,

Have agreed as follows:

Article 1 Terms and Equivalence

- (1) For the purpose of the Agreement the following terms are defined:
(a) "Classified information" means information in any form:

For the Czech Republic:

information or material, regardless of their physical form, which shall, in the public interest, be kept secret in order to prevent unauthorised handling of such information or material, and which has been assigned particular degree of classification in compliance with national legal regulations.

For the Republic of Latvia:

information or material, which contains state secret, namely military, political, economical, scientific, technical or any other information, which is included in the list approved by the Cabinet of Ministers and the loss or unsanctioned disclosure of which can impair national security, economical or political interests.

(b) "Material" means all types of objects in any form (documents, products, substances, armaments, equipment, machinery, devices, models, photographs, plans, hardware, software etc.) which contain classified information or from which such information can be derived.

(c) "Contractor" means an individual or legal entity possessing the legal capacity to undertake contracts.

(d) "Classified contract" means an agreement between two or more entities creating and defining enforceable rights and obligations between them and which involves classified information.

(e) "The respective authorities" are the authorities which in compliance with national legal regulations are responsible for the protection of classified information. The respective authorities are listed in the Article 11 of this Agreement.

(f) "The third party" means an international organisation or a third country.

(2) For the Czech Republic, classified information is marked VYHRAZENÉ (RESTRICTED), DŮVĚRNÉ (CONFIDENTIAL), TAJNÉ (SECRET) and PŘÍSNĚ TAJNÉ (TOP SECRET). For the Republic of Latvia, classified information is marked KONFIDENCIĀLI (CONFIDENTIAL), SLEPENI (SECRET) and SEVIŠĶI SLEPENI (TOP SECRET).

(3) The Czech Republic will protect:
Latvian classified information KONFIDENCIĀLI as Czech DŮVĚRNÉ,
Latvian classified information SLEPENI as Czech TAJNÉ,
Latvian classified information SEVIŠĶI SLEPENI as Czech PŘÍSNĚ TAJNÉ.

(4) The Republic of Latvia will protect:
Czech classified information VYHRAZENÉ and DŮVĚRNÉ as Latvian KONFIDENCIĀLI,
Czech classified information TAJNÉ as Latvian SLEPENI,
Czech classified information PŘÍSNĚ TAJNÉ as Latvian SEVIŠĶI SLEPENI.

Article 2 National Arrangements

(1) The Parties shall undertake within the national law all necessary steps to ensure the protection of classified information which is to be transferred pursuant to this Agreement or to which a contractor gains access under a contract involving classified information. The Parties will grant such classified information at least the same level of protection as that which is applied to their own classified information of a corresponding classification degree, in accordance with Article 1, paragraphs 3 and 4, of this Agreement.

(2) The Parties shall not release the received classified information to authorities, entities or nationals/members of a third party without prior written approval of the respective authority which handed over such information. This classified information can be used only for the specified purpose and access to it shall be granted only to those individuals who require to be acquainted with the information in order to perform their duties.

(3) Only designated persons who have been appropriately security cleared or individuals from whom the law does not require personnel security clearance and who have been designated by the authority of their parent nation and individuals designated under the law can have access to classified information on condition that the principle "need-to-know" is strictly observed. No other individual is entitled solely by virtue of rank or appointment or personnel security clearance to have access to classified information.

Article 3 Classified contracts

(1) Should a classified contract be let to a contractor residing in the state territory of the other Party or to a contractor from the state of the other Party residing in the state territory of the customer, an assurance from the respective authority of the state of that Party shall be obtained in advance that the proposed contractor has a security clearance corresponding to the required classification degree and has implemented appropriate security arrangements to ensure the safety of classified information.

(2) The respective authority of the state of the customer is responsible for ensuring that each piece of classified information, which has been either released to the contractor from the state of the other Party or generated in connection with a classified contract, has been assigned a security classification marking. By request of the respective authority of the state of the contractor, the respective authority of the state of the customer shall provide data concerning the marking allocation of the classified information in the form of "List of Released Classified Information and Marking Allocations". The respective authority of the state of the contractor shall confirm in writing the receipt of the requested "List of Released Classified Information and Marking Allocations" and forward its copy to the contractor.

(3) At all events, the respective authority of the state of the contractor shall oversee that the contractor protects released classified information under the contract in the same manner as classified information of the state of the contractor in compliance with the actual classification degree listed in the "List of Released Classified Information and Marking Allocations", which has been provided to the respective authority.

(4) Should respective authorities approve a classified subcontract, the provisions of this Article shall apply accordingly.

(5) The respective authorities shall oversee that a classified contract is let and work on it begins only after the contractor has implemented security measures for the protection of classified information.

Article 4 Marking

(1) The released classified information shall be assigned a corresponding national security classification marking.

(2) Copies and translations shall be marked and handled in the same manner as originals.

(3) The marking requirement shall also apply to classified information generated in connection with a classified contract.

(4) The degree of classification will be changed or revoked by the respective authority of the state of the recipient only on request of the respective authority of the state of

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the releasing Party. Any change of a classification degree is to be notified to the respective authority of the state of the recipient by the respective authority of the state of the releasing Party as soon as possible.

Article 5
Transmission of classified information

(1) Classified information is to be transmitted usually by means of diplomatic, military and other courier services approved by the respective authorities. The receiving respective authority shall confirm the receipt of classified information and forward the information to the recipient in accordance with national legal regulations on the protection of classified information.

(2) If a large consignment containing classified information is to be transmitted, the respective authorities shall mutually agree on and approve the means of transportation, the route and security measures for each such case.

(3) Electromagnetic transmission of classified information shall be carried out only in encrypted form by cryptographic means/devices. Such cryptographic means/devices shall be approved by the respective authorities.

Article 6
Translation and Reproduction

(1) Documents containing PŘÍSNĚ TAJNÉ / SEVIŠKI SLEPENI / TOP SECRET information shall be allowed for translation and copying only on the written permission of the respective authority of the state of the releasing Party.

(2) All translation of classified information shall be made by appropriately security cleared individuals. Such translation should bear appropriate security classification markings and a suitable notation in the language into which it is translated indicating that the translation contains classified information of the state of the releasing Party.

(3) When classified information is reproduced, all original security markings thereon also shall be reproduced or marked on each copy. Such reproduced information shall be placed under the same controls as the original information. The number of copies shall be limited to that required for official purposes.

Article 7
Destruction

(1) Classified information or material shall be destroyed or modified in such a manner so as to prevent reconstruction of classified information in whole or in part.

(2) The PŘÍSNĚ TAJNÉ / SEVIŠKI SLEPENI / TOP SECRET information and material shall not be destroyed. It shall be returned to the respective authority of the state of the releasing Party.

Article 8 Visits and Consultations

(1) If authorisation for visits should be given to nationals of the state of one Party to visit facilities and establishments in the state of the other Party, where access to classified information is involved, it shall be limited to official purposes. Authorisations to visit the facilities and establishments shall be granted only by the respective authorities of the states of the Parties.

(2) The visitors are obliged to announce the visit to the respective authority of the state of the Party whose territory is to be visited at least 30 days in advance. In exceptional cases, with mutual consent of both respective authorities, this notice period can be shortened.

(3) A visitor's application shall contain the following details:

- (a) visitor's name and surname, date and place of birth and passport/other type of travel documents number;
- (b) visitor's service identification and the name of the represented authority or entity;
- (c) visitor's nationality;
- (d) visitor's level of personnel security clearance as well as the scope of authorisation for access to classified information;
- (e) purpose of the visit and the assumed date of arrival and departure;
- (f) details on the entity, related partners and installations to be visited.

(4) Each of the respective authorities of the states of the Parties shall enable the other respective authority (or another authority as may be mutually agreed) to conduct visits to their territories for the purpose of consultations concerning the methods and means of protection of classified information and in order to enable checks on the protection of transmitted classified information. The respective authorities of the states of the Parties shall co-operate in determining whether the transmitted classified information is afforded sufficient protection.

(5) The respective authorities of the states of the Parties shall inform each other of the legislation in force in their territory regulating the protection of classified information.

Article 9 Violation of legal regulations concerning the protection of classified information

(1) If a violation of legal regulations concerning the protection of classified information, which could result in loss or disclosure or possible loss or disclosure of such information released by the other Party, cannot be ruled out, is presumed, occurs or if classified information is compromised by any other way, the respective authority of the state of the other Party shall be informed immediately.

(2) Violations of legal regulations dealing with the protection of classified information shall be detected and prosecution conducted in compliance with internal

legal regulations of the state of the Party concerned. Results are to be reported to the respective authority of the state of the other Party.

Article 10
Expenses

Each of the Parties shall cover all expenditures incurred to the Party by the implementation of this Agreement.

Article 11
Respective Authorities

(1) The respective authorities of the states of the Parties are the following:

In the Czech Republic:

Národní bezpečnostní úřad (The National Security Authority)
P.O. box 2100
160 49 Praha 6

In the Republic of Latvia:

Satversmes aizsardzības birojs (The Constitution Protection Bureau)
P.O. box 499
Riga, LV-1050

(2) All changes of names or addresses of the respective authorities shall be mutually communicated.

Article 12
Relation to other Agreements on the protection of classified information

(1) Obligations stemming from other international agreements already concluded by the Parties are not affected by this Agreement.

(2) All classified information transmitted before this Agreement enters into force is to be protected in compliance with its provisions.

(3) The respective authorities of the states of both Parties can conclude executive documents to this Agreement. Subject to prior consultation with the respective authorities, other State Administration Bodies of the states of the Parties are also allowed to conclude executive documents to this Agreement.

**Article 13
Final provisions**

(1) This Agreement is concluded for an indefinite period of time. This Agreement is subject to approval in accordance with national legal procedures of the states of each of the Parties and shall enter into force on the first day of the second month following the receipt of last of the notifications between the Parties that the necessary requirements set by internal legal regulations for this Agreement to enter into force have been met.

(2) Any dispute regarding the interpretation or implementation of this Agreement shall be resolved by negotiations between respective authorities of the states of the Parties.

(3) This Agreement may be amended and supplemented on the basis of the mutual consent of both Parties. Such amendments or supplements shall be made in writing and shall enter into force in accordance with paragraph (1) of this Article.

(4) Each of the Parties is entitled to terminate the Agreement in writing. In such case, the validity of the Agreement will expire after six months following the day on which the termination notice was served to the other Party. Despite of the termination of the Agreement, all classified information communicated pursuant to this Agreement or generated by the contractor shall continue to be protected in accordance with the provisions set forth in Article 2 as long as it is required by its classification allocation.

Done in Prague on 16th October 2000 in two originals consisting of text in the Czech, Latvian and English languages, all texts being equally authentic. In case of different interpretation the English version of the Agreement shall prevail.

For the Government of
the Czech Republic



For the Government of
the Republic of Latvia

