

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

PREAMBLE

The Czech Republic and Georgia, hereinafter referred to as the „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 state interests and security, agreed upon the following:

ARTICLE 1 DEFINITIONS

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

- a) **Classified Information:** Information that, under the legislation of either Party, requires protection against unauthorized disclosure, misappropriation or loss, and has been designated as such regardless of its form.
- b) **Classified Contract:** A contract, which contains and/or involves access to Classified Information.
- c) **Personnel Security Clearance:** A determination that an individual is eligible to have access to Classified Information.
- d) **Facility Security Clearance:** A determination that a facility can afford adequate protection to Classified Information and its personnel who requires access to Classified Information has Personnel Security Clearance.
- e) **Originating Party:** The Party, including any public or private entities under its jurisdiction, which releases Classified Information.
- f) **Recipient Party:** The Party, including any public or private entities under its jurisdiction, which receives Classified Information from the Originating Party.
- g) **Third Party:** A state, including any public or private entities under its jurisdiction, or an international organization not being a party to this Agreement.

ARTICLE 2 SECURITY CLASSIFICATION MARKINGS

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

In the Czech Republic	In Georgia	Term in English language
PŘÍSNĚ TAJNÉ	GANSAKUTREBULI MNISHVNELOBIS	TOP SECRET
TAJNÉ	SRULIAD SAIDUMLO	SECRET
DŮVĚRNÉ	SAIDUMLO	CONFIDENTIAL
VYHRAZENÉ	SHEZGUDULI SARGEBLOBISATVIS	RESTRICTED

**ARTICLE 3
COMPETENT AUTHORITIES**

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

In the Czech Republic:
National Security Authority

In Georgia:
Ministry of Internal Affairs

2. The Competent Authorities shall provide each other with their official contact details.

**ARTICLE 4
ACCESS TO CLASSIFIED INFORMATION**

1. Access to Classified Information released under this Agreement shall be limited to individuals duly authorized in accordance with the legislation of the respective Party.
2. Subject to fulfillment of procedural requirements laid down in the legislation, the Parties shall recognize their Personnel and Facility Security Clearance certificates. Article 2 paragraph 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 its legislation;
 - b. inform the Recipient Party of any conditions of release or limitations of its use;
 - 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 markings in accordance with Article 2 of this Agreement;
 - b. afford the same degree of protection to received 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 without the prior written consent of the Originating Party.

ARTICLE 6 RESTRICTIONS ON USE OF CLASSIFIED INFORMATION

1. The Recipient Party shall use Classified Information only for the purpose it has been released for and in accordance with handling requirements of the Originating Party.
2. The Recipient Party shall not release Classified Information to a Third Party without the prior guarantees of proper protection from the Third Party and without the prior written consent of the Originating Party.

ARTICLE 7 TRANSMISSION OF CLASSIFIED INFORMATION

Classified Information shall be transmitted between the Parties in accordance with the legislation of the Originating Party, through diplomatic channels or as otherwise agreed between the Competent Authorities.

ARTICLE 8 TRANSLATION, REPRODUCTION AND DESTRUCTION

1. All translations shall bear appropriate security classification markings and a suitable notation in the language of the translation, indicating that they contain Classified Information of the Originating Party.
2. All reproductions and copies shall be marked and protected as the original Classified Information. The number of reproductions and copies shall be limited to the necessary amount required for the purpose it has been released for.
3. Classified Information shall be returned, stored, archived or destroyed in accordance with the legislation of the Recipient party. Prior to the destruction the Recipient Party shall notify the Originating Party.
4. Classified Information marked as PŘÍSNĚ TAJNÉ / GANSAKUTREBULI MNISHVNELOBIS shall be translated, reproduced or copied only upon the prior written consent of the Originating Party.
5. Classified Information marked as TAJNÉ / SRULIDAD SAIDUMLO and PŘÍSNĚ TAJNÉ / GANSAKUTREBULI MNISHVNELOBIS shall not be destroyed and shall be returned to the Originating Party after it is no longer considered necessary.

**ARTICLE 9
VISITS**

1. Unless otherwise agreed by the Competent Authorities, visits requiring access to Classified Information shall be subject to the prior approval by the Competent Authorities.
2. A request for visit shall be submitted to the relevant Competent Authority at least 30 days prior to the commencement of the visit, and include the following:
 - a. name of proposed visitor, date and place of birth, citizenship and passport/ID number;
 - b. official status 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, email address 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 of the visit. In case of a recurring visit the total period covered by the visits shall be stated;
 - g. signature and/or stamping of the official seal of the Competent Authority.
3. The Competent Authorities may agree on the list of visitors entitled to recurring visit. The list shall be valid for an initial period not exceeding 12 months. The request for recurring visit shall be submitted in accordance with paragraph 2 of this Article. Once a list has been approved, visit arrangements may be made directly between the facilities involved in respect of listed individuals.
4. Any Classified Information acquired by a visitor shall be considered as Classified Information released under this Agreement.

**ARTICLE 10
CLASSIFIED CONTRACTS**

1. Classified Contracts shall be concluded and implemented in accordance with the legislation of the respective Party regarding the protection of Classified Information. Upon request, the Competent Authorities shall confirm that the proposed contractor has a Personnel Security Clearance certificate and/or Facility Security Clearance certificate corresponding to the required security classification level.
2. The Competent Authority of the Originating Party may request that a security inspection is carried out at a facility of the proposed contractor / contractor to ensure continuing compliance with security standards according to the legislation of the Recipient Party.
3. The Competent Authority of the Originating party shall pass a copy of the classified contract to the Competent Authority of the Recipient Party, to allow adequate security oversight.

4. Classified Contracts shall contain programme security instructions on the security requirements and on the classification of each aspect or element of the Classified Contract and reference whether whole contract is classified or only a part of it.
5. A copy of the programme security instructions shall be forwarded to the Competent Authority of the Party under whose jurisdiction the Classified Contract is to be implemented.

**ARTICLE 11
SECURITY CO-OPERATION**

1. In order to maintain comparable standards of security, the Competent Authorities shall, on request, inform each other about their security standards, procedures and practices for the protection of the Classified Information. To this aim the Competent Authorities may conduct mutual visits.
2. The Competent Authorities shall inform each other about current security risks that may endanger the released Classified Information.
3. On request, the Competent Authorities shall, in accordance with their legislation, assist each other in carrying out Personnel Security Clearance and Facility Security Clearance procedures.
4. The Competent Authorities shall promptly inform each other about changes in recognized Personnel Security Clearance and Facility Security Clearance certificates, especially in cases of their revocation or termination.
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 loss, misappropriation or unauthorized disclosure of Classified Information or suspicion of such a breach, the Competent Authority of the Recipient Party shall immediately inform the Competent Authority of the Originating Party in writing.
2. The appropriate authorities of the Recipient Party (assisted by the appropriate authorities of the Originating Party, if required) shall carry out an immediate investigation of the incident in accordance with the legislation of the respective Party. The Recipient Party shall without delay inform the Originating Party about the circumstances of the incident, inflicted damages, measures adopted for its mitigation and the outcome of the investigation.

**ARTICLE 13
EXPENSES**

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

**ARTICLE 14
DISPUTES**

Any dispute regarding the interpretation or application of this Agreement shall be resolved by consultation and/or negotiations 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. It is subject to approval in accordance with national legal procedures of the Parties and shall enter into force on the first day after the receipt of the last of the notifications of the Parties that the necessary requirements for this Agreement to enter into force have been met.
2. This Agreement may be amended and/or supplemented on the basis of mutual consent of the Parties. Such amendments and/or supplements shall be made in writing and shall enter into force in accordance with paragraph 1 of this Article.
3. Each 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 other Party receives the written notice of termination.
4. 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.

Done in Prague on January 22
in two originals in Czech, Georgian and English language, each text being equally authentic. In case of different interpretation the English text shall prevail.

FOR THE CZECH REPUBLIC

FOR GEORGIA