

SECURITY AGREEMENT
BETWEEN
THE CZECH REPUBLIC
AND
THE KINGDOM OF SWEDEN
CONCERNING
THE EXCHANGE AND MUTUAL PROTECTION
OF CLASSIFIED INFORMATION

PREAMBLE

The Czech Republic and the Kingdom of Sweden, 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 national interests and security, agreed upon the following:

ARTICLE 1 DEFINITIONS

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

Classified Information: Information that, under the laws of either 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.

Releasing Party: The Party, including any public or private entities under its jurisdiction, which releases Classified Information to the other Party.

Recipient Party: The Party, including any public or private entities under its jurisdiction, which receives Classified Information from the Releasing Party.

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

ARTICLE 2 SECURITY CLASSIFICATIONS

1. Classified Information released under this Agreement shall be marked with security classification markings as appropriate under national laws and regulations of the Parties. The same shall apply to translations and reproductions, which shall carry such additional markings sufficient to enable the identification of the Releasing Party.

2.The equivalence of national security classification markings shall be as follows:

In the Czech Republic

In the Kingdom of Sweden

	Defence Authorities	Other Authorities
PŘÍSNĚ TAJNÉ	HEMLIG/TOP SECRET	HEMLIG AV SYNNERLIG BETYDELSE FÖR RIKETS SÄKERHET
TAJNÉ	HEMLIG/SECRET	HEMLIG
DŮVĚRNÉ	HEMLIG/CONFIDENTIAL	-
VYHRAZENÉ	HEMLIG/RESTRICTED	-

3.Czech Classified Information marked VYHRAZENÉ, DŮVĚRNÉ and TAJNÉ shall in Sweden be regarded as HEMLIG by other than Defence Authorities and protected accordingly. Within a specific project or programme, however, the four-level classification above may be agreed to apply.

ARTICLE 3 COMPETENT SECURITY AUTHORITIES

The Competent Security Authorities (CSAs) of the Parties responsible for security and safeguarding of Classified Information as well as the implementation of this Agreement in each country are the following:

In the Czech Republic:

Národní bezpečnostní úřad (National Security Authority)

In the Kingdom of Sweden:

Militära säkerhetstjänsten (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 by the respective Party.

2. Subject to fulfillment of procedural requirements laid down in national law, the Parties shall mutually recognise their respective certificates of Personnel Security Clearance (hereinafter PSC). Article 2(2) shall apply accordingly.

ARTICLE 5 PROTECTION OF CLASSIFIED INFORMATION

1. The Releasing Party shall:
 - a) ensure that Classified Information is marked with an appropriate security classification marking in accordance with national laws and regulations;
 - b) ensure, if necessary, that the Recipient Party is aware that the released Classified Information requires protection under this Agreement;
 - c) inform the Recipient Party of any conditions of release or limitations on its use;
 - d) inform the Recipient Party of any subsequent changes in classification.
2. The Recipient Party shall:
 - a) in accordance with its national laws and regulations afford the equivalent level of protection to Classified Information as afforded by the Releasing Party;
 - b) ensure that classifications are not altered, except if authorised in writing by the Releasing Party.

ARTICLE 6 DISCLOSURE AND USE OF CLASSIFIED INFORMATION

1. The Recipient Party shall take all lawful steps to prevent disclosure or use of Classified Information released, except for the purposes and within limitations stated by the Releasing Party.
2. Subject to its national laws, the Recipient Party may release Classified Information to a Third Party only with an explicit approval of the Releasing Party.

ARTICLE 7 TRANSMISSION OF CLASSIFIED INFORMATION

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 CSAs.

ARTICLE 8 VISITS

1. Visits including access to Classified Information shall be subject to prior approval by the relevant CSA, unless otherwise agreed.
2. A request for visit shall be submitted to the relevant CSA, normally at least twenty (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/passport number;
 - b) position of the visitor together with a specification of the facility which the visitor represents;
 - c) details of the PSC of the visitor;
 - d) specification of the facility to be visited;
 - e) purpose of the visit(s);
 - f) dates and duration of the visit(s).
3. Any Classified Information acquired by a visitor shall be considered as Classified Information released under this Agreement.

ARTICLE 9 CLASSIFIED CONTRACTS

1. Subject to fulfilment of procedural requirements laid down in national law, the Parties shall mutually recognise their respective certificates of Facility Security Clearance (hereinafter FSC). Each CSA may request that a security inspection is carried out at a facility to ensure continuing compliance with security standards according to national laws and regulations.
2. A Classified Contract shall contain guidelines on the security requirements and on the classification of each aspect or element of the Classified Contract.

ARTICLE 10 SECURITY CO-OPERATION

1. In order to achieve and maintain comparable standards of security, the CSAs shall, on request, provide each other with information about their national security standards, procedures and practices for the protection of Classified Information. To this aim the CSAs may conduct mutual visits.

2. The CSAs shall inform each other of current security risks that may endanger the released Classified Information.
3. On request, the CSAs shall, within the limits set up by their national laws and regulations, assist each other in carrying out PSC, FSC and other security clearance procedures.
4. The co-operation under this Agreement shall be effected in English.

ARTICLE 11 BREACH OF SECURITY

1. In the event of a security breach resulting in loss, misappropriation or unauthorised disclosure of Classified Information or suspicion of such a breach, the CSA of the Recipient Party shall immediately inform the CSA of the Releasing Party in writing.
2. The appropriate authorities of the Recipient Party (assisted by competent authorities of the Releasing Party, if required) shall carry out an immediate investigation of the incident in accordance with their national laws and regulations. The Recipient Party shall without delay inform the Releasing Party about the circumstances of the incident, inflicted damage, measures adopted for its mitigation and the outcome of the investigation.

ARTICLE 12 INTERPRETATION AND DISPUTES

1. This Agreement is to be interpreted in accordance with national laws and regulations of the Parties.
2. Any dispute regarding the interpretation or application of this Agreement shall be resolved by consultation between the Parties and shall not be referred to any national or international tribunal or Third Party for settlement.

ARTICLE 13 EXPENSES

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

**ARTICLE 14
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 following the receipt of the last of the notifications between the Parties that the necessary requirements for this Agreement to enter into force have been met.

2. The General Security Agreement between the Ministry of Defence of the Czech Republic and the Ministry of Defence of the Kingdom of Sweden concerning military classified information signed in Stockholm on 18 April 2000 and its Annex signed in Prague on 14 June 2004 shall be terminated when this Agreement enters into force. All Classified Information released under the General Security Agreement or its Annex shall be protected in accordance with the provision of this Agreement.

3. Each Party has the right to terminate this Agreement in writing at any time. In such case the validity of the Agreement will expire after six (6) months following the day on which the termination notice was served to the other Party.

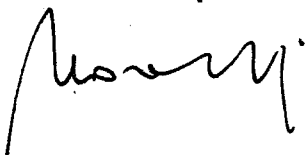
4. Notwithstanding the termination of this Agreement, all Classified Information released under this Agreement shall continue to be protected in accordance with the provisions set out herein.

5. The Parties shall promptly notify each other of any changes to their national laws and regulations that would affect the protection of Classified Information released under this Agreement. In such case, the Parties shall consult to consider possible changes to this Agreement. In the meantime, the Classified Information shall continue to be protected as described herein, unless otherwise requested by the Releasing Party in writing.

Done in Prague on 30 May 2008
in two originals, both in the English language, all text being equally authentic.

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

For the Czech Republic



For the Kingdom of Sweden

