

**AGREEMENT**

**BETWEEN**

**THE CZECH REPUBLIC**

**AND**

**THE ORGANISATION FOR JOINT ARMAMENT COOPERATION**  
**(ORGANISATION CONJOINTE DE COOPERATION EN MATIERE**  
**D'ARMEMENT - OCCAR)**

**ON THE EXCHANGE**

**AND MUTUAL PROTECTION**

**OF CLASSIFIED INFORMATION**

The CZECH REPUBLIC and the ORGANISATION FOR JOINT ARMAMENT COOPERATION (ORGANISATION CONJOINTE DE COOPERATION EN MATIERE D'ARMEMENT – OCCAR), hereinafter referred to as "the Parties",

wishing to ensure the protection of Classified Information exchanged between the Government of the Czech Republic and contractors located in the Czech Republic, OCCAR Programme Participating States and contractors located in those States and OCCAR,

in mutual respect for national interests and security

agreed upon the following:

## **ARTICLE 1 SCOPE OF THE AGREEMENT**

1. The objective of this Agreement is to ensure the protection of Classified Information exchanged or generated in the course of co-operation between the Parties and/or Contractors.
2. This Agreement shall be applied to any co-operation between the Parties and/or Contractors involving Classified Information.

## **ARTICLE 2 DEFINITIONS**

For the purpose of this Agreement:

**"Classified Information"** means any information that, regardless of its form, under the respective laws or regulations of either Party, requires protection against unauthorised disclosure, misappropriation or loss, and has been designated and marked as such.

**"Classified Contract"** means a contract that contains, involves, generates, uses or provides access to Classified Information.

**"Releasing Party"** means the Party, including contractors, which releases Classified Information.

**"Receiving Party"** means the Party, including contractors, which receives Classified Information.

**"Third Party"** means any state or international organisation not being a party to this Agreement.

**"Contractor"** means any individual or legal entity with the legal capacity to negotiate and enter into Classified Contracts. Contractors may provide or generate Classified Information which is owned by a Party.

**“Personnel Security Clearance”** means a determination by a National Security Authority/Designated Security Authority that an individual is, in accordance with respective national laws or regulations, considered suitable to access Classified Information up to a certain security classification level.

**“Facility Security Clearance”** means confirmation issued by a National Security Authority/Designated Security Authority certifying that a facility under its security oversight has, in accordance with respective national laws or regulations, the capability to handle and, if appropriate, store Classified Information up to a certain level and has the requisite security cleared personnel for access to such Classified Information.

**“Need-to-Know”** means a determination made by an authorised holder of information that a prospective recipient has a requirement for access to, knowledge of, or possession of the information in order to accomplish a designated and approved task involving the Classified Information required to be accessed.

**“Breach of Security”** means any non-compliance with applicable security instructions and/or respective laws or regulations or any other knowing, wilful or negligent action, especially such action that could reasonably be expected to result in loss, compromises or unauthorised disclosure of Classified Information or cause damage to the interests of the Parties.

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

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

For the Czech Republic:

**Národní bezpečnostní úřad**

The National Security Authority

Na Popelce 2/16

Praha 5, 150 00

For OCCAR:

**OCCAR-EA**

Godesberger Alee 150 - 154

53175 Bonn

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

**ARTICLE 4**  
**SECURITY CLASSIFICATION LEVELS – TABLE OF EQUIVALENCY**

<b>In the Czech Republic</b>	<b>In OCCAR</b>
TAJNÉ	OCCAR SECRET
DŮVĚRNÉ	OCCAR CONFIDENTIAL
VYHRAZENÉ	OCCAR RESTRICTED

**ARTICLE 5**  
**ACCESS TO CLASSIFIED INFORMATION**

1. Access to Classified Information released under this Agreement shall be limited only to individuals duly authorised in accordance with the respective laws or regulations of either Party.
2. Access to Classified Information at the level DŮVĚRNÉ/OCCAR CONFIDENTIAL and TAJNÉ/OCCAR SECRET shall be limited to those persons, who hold the appropriate Personnel Security Clearance and have a Need-to-Know to access to Classified Information.

**ARTICLE 6**  
**SECURITY PRINCIPLES**

1. The Releasing Party shall:
  - a) ensure that Classified Information is marked with appropriate security classification markings in accordance with its laws or regulations;
  - b) inform the Receiving Party of any release conditions of Classified Information;
  - c) inform the Receiving Party of any subsequent changes in classification or declassification.
2. The Receiving Party shall:
  - a) ensure that Classified Information is marked with the equivalent security classification level in accordance with Article 4 of this Agreement;
  - b) afford the same degree of protection to Classified Information as afforded to its own Classified Information of an equivalent security classification level;
  - c) ensure that Classified Information is not declassified nor its classification changed without the prior written consent of the Releasing Party;
  - d) ensure that Classified Information is not released to a Third Party without the prior written consent of the Releasing Party;

- e) use Classified Information only for the purpose it has been released for and in accordance with handling requirements of the Releasing Party;
- f) ensure that all persons having access to Classified Information are aware of their responsibilities to adequately protect the information.

If the Receiving Party is a Contractor it shall afford the level of protection to Classified Information not less stringent than the provisions laid down in the "OCCAR Security Regulations" as detailed in the OCCAR Management Procedure 11 to the extent necessary for the purpose of this Agreement.

#### **ARTICLE 7 SECURITY CO-OPERATION**

1. In order to maintain comparable standards of security, the Competent Security Authorities shall, on request, inform each other of the relevant laws or regulations concerning protection of Classified Information and the practices stemming from their implementation.
2. The co-operation under this Agreement shall be effected in the English language.

#### **ARTICLE 8 CLASSIFIED CONTRACTING**

1. On request, the Competent Security Authority shall confirm that proposed Contractors, as well as individuals participating in pre-contractual negotiations, or in the implementation of Classified Contracts hold an appropriate Personnel Security Clearance or Facility Security Clearance.
2. In case the Personnel Security Clearance or Facility Security Clearance is not in place, the Competent Security Authority will support Contractors, according to national law, in granting procedure.
3. The Competent Security Authorities may request that a security inspection is carried out at a facility under respective security oversight in order continuing compliance with the respective laws or regulations concerning the protection of classified information to be ensured.
4. Classified Contracts shall contain Programme Security Instructions on the security requirements and on the classification of each element of the Classified Contract. A copy of the Programme Security Instructions shall be forwarded to the Competent Security Authorities.

#### **ARTICLE 9 TRANSMISSION OF CLASSIFIED INFORMATION**

1. Classified Information shall be transmitted in accordance with the respective laws or regulations of the Releasing Party by hand carriage by security cleared personnel from the Government, OCCAR or contractor personnel acting as couriers. The transportation plan shall be approved by the Competent Security Authorities of the Czech Republic and OCCAR, or of the OCCAR Programme Participating States concerned.

2. Classified Information marked OCCAR RESTRICTED shall be transmitted internationally by ordinary mail, hand-carriage or by Commercial Courier companies.
3. Classified Information marked VYHRAZENÉ shall be transmitted internationally by hand-carriage or by licenced post service.
4. Classified Information at the level VYHRAZENÉ/OCCAR RESTRICTED shall be transmitted by electronic means using mutually approved cryptographic products.
5. Classified Information at the level DŮVĚRNÉ/OCCAR CONFIDENTIAL or TAJNÉ/OCCAR SECRET shall be transmitted by hand carriage by security cleared personnel. Electronic means may only be applied when mutually agreed between the Parties and subject to specific communication and information security measures being in place, including the use of encryption systems mutually agreed by the Competent Security Authorities of the Czech Republic and OCCAR or the OCCAR Programme Participating State concerned.

**ARTICLE 10**  
**REPRODUCTION, TRANSLATION AND DESTRUCTION OF CLASSIFIED**  
**INFORMATION**

1. Reproductions and translations of Classified Information shall bear appropriate security classification markings and shall be protected as the original Classified Information. Number of reproductions shall be limited to the minimum needed.
2. Translations shall bear a note in the language of translation indicating that they contain Classified Information of the Releasing Party.

**ARTICLE 11**  
**VISITS**

1. Visits requiring access to Classified Information at the level DŮVĚRNÉ/OCCAR CONFIDENTIAL and TAJNÉ/OCCAR SECRET are subject to the prior written consent of the respective Competent Security Authority.
2. The requesting Competent Security Authority shall submit the request for visit to the other Competent Security Authority at least twenty days in advance of the starting date of the visit. In urgent cases, the request for visit may be submitted at a shorter notice, subject to prior co-ordination between the Competent Security Authorities.
3. Request for visit shall include:
  - a) first and last name of the visitor, date and place of birth, nationality and passport/ID card number;
  - b) position of the visitor and specification of the facility, which the visitor represents;
  - c) visitor's personnel security clearance status and its validity;
  - d) date and duration of the visit, in case of recurring visit the total period of time covered by the visits shall be stated;
  - e) purpose of the visit including the highest level of Classified Information to be involved;

- f) name, address, phone/fax number, e-mail address and point of contact of the facility to be visited;
  - g) date, signature and stamping of the official seal of the Competent Security Authority.
4. The Competent Security Authorities may agree on a list of visitors entitled to recurring visit. The Competent Security Authorities shall agree on the further details of the recurring visits.
  5. Classified Information acquired by a visitor shall be considered as Classified Information released under this Agreement.

**ARTICLE 12  
BREACHES OF SECURITY**

1. The Competent Security Authorities shall immediately inform each other in writing of a breach of security resulting in loss, compromises or unauthorised disclosure of Classified Information or suspicion of such a breach.
2. The Competent Security Authority of the Receiving Party shall investigate the incident without delay. The Competent Security Authority of the Releasing Party shall, if required, co-operate in the investigation.
3. In any case, the Receiving Party shall inform the Releasing Party in writing about the circumstances of the breach of security, the extent of the damage, the measures adopted for its mitigation and the outcome of the investigation.

**ARTICLE 13  
EXPENSES**

The Parties shall bear their own expenses incurred in the course of the implementation of this Agreement.

**ARTICLE 14  
INTERPRETATION AND DISPUTES**

Any dispute regarding the interpretation or application of this Agreement shall be settled by negotiation 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. This Agreement shall enter into force on the first day of the second month following the date of receipt of the last of notifications between the Parties, stating that the internal legal procedures for this Agreement to enter into force have been fulfilled.
2. This Agreement may be amended on the basis of the mutual consent of the Parties. Such amendments shall enter into force in accordance with paragraph 1 of this Article.

3. Each Party is entitled to terminate this Agreement in writing at any time. In such a case, the validity of this Agreement shall expire after six months following the day on which the other Party receives the written notice of the termination.
4. Regardless of the termination of this Agreement, all Classified Information released or generated under this Agreement shall be protected in accordance with the provisions set forth herein until the Releasing Party dispenses the Receiving Party from this obligation.

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

Done in *Prague* ..... on *23 March 2023* ..... in two originals, in the Czech and English languages, each text being equally authentic.

**For the Czech Republic**



**For the Organisation for  
Joint Armament  
Cooperation**

