

Agreement
between
the Czech Republic
and
the Portuguese Republic
concerning
the Exchange and Protection
of
Classified Information

The Czech Republic
and
The Portuguese Republic

Hereinafter referred to as the "Parties",

Recognising the need to guarantee the protection of Classified Information exchanged between them, their individuals or legal entities, under co-operation arrangements or contracts concluded or to be concluded;

Desiring to create a set of rules on the mutual protection of Classified Information exchanged between the Parties,

Agree as follows:

ARTICLE 1

Scope of application

The present Agreement sets out rules for the protection of Classified Information exchanged between the Parties or their individuals or legal entities.

ARTICLE 2

Definitions

For the purposes of the present Agreement:

- a) **"Classified Information"** means the information of any form, nature and means of transmission, which, in accordance with the Law in force of either Party, requires protection against unauthorised disclosure, misappropriation or loss, and has been designated as such;
- b) **"Classified Contract"** means an arrangement that contains or provides for access to Classified Information, creating and defining enforceable rights and obligations;
- c) **"Originating Party"** means the Party, including its individuals or legal entities, that releases Classified Information to the other Party;
- d) **"Receiving Party"** means the Party, including its individuals or legal entities, which receives Classified Information from the Originating Party;
- e) **"Third Party"** means any international organisation or state that is not a party to the present Agreement.

ARTICLE 3
Security classification levels

The equivalence of the respective security classification levels is as follows:

For the Czech Republic	For the Portuguese Republic	Terms in English language
PŘÍSNĚ TAJNÉ	MUITO SECRETO	TOP SECRET
TAJNÉ	SECRETO	SECRET
DŮVĚRNÉ	CONFIDENCIAL	CONFIDENTIAL
VYHRAZENÉ	RESERVADO	RESTRICTED

ARTICLE 4
Competent security authorities

1. The competent security authorities responsible for security and safeguarding of Classified Information as well as the application of the present Agreement are:

For the Czech Republic:
Národní bezpečnostní úřad

For the Portuguese Republic:
Autoridade Nacional de Segurança

2. The competent security authorities shall provide each other with their official contact details.

ARTICLE 5
Access to Classified Information

Access to Classified Information released under this Agreement shall be limited to individuals duly authorised in accordance with the Law in force of the respective Party.

ARTICLE 6
Protection of Classified Information

1. The Originating Party shall:
 - a) Ensure that Classified Information is marked with appropriate security classification markings in accordance with the respective Law in force;

- b) Inform the Receiving Party of any conditions of release or limitations on its use;
 - c) Inform the Receiving Party of any subsequent changes in security classification;
 - d) Inform the Receiving Party that the Classified Information has been released and requires protection under the present Agreement.
2. The Receiving Party shall:
- a) In accordance with the respective Law in force, afford the equivalent level of protection to Classified Information as afforded by the Originating Party;
 - b) Ensure that security classification is not altered, except if authorized in writing by the Originating Party;
 - c) Ensure that Classified Information is marked with appropriate security classification markings in compliance with Article 3.

ARTICLE 7 **Security co-operation**

1. On request, the competent security authorities shall assist each other during the security clearance procedures, in accordance with their respective Law in force.
2. Subject to fulfilment of procedural requirements laid down in the respective Law in force, the Parties shall recognise the Personnel Security Clearances and Facility Security Clearances.
3. The competent security authorities shall promptly inform each other about any changes regarding recognised Personnel Security Clearances and Facility Security Clearances, especially in cases of their revocation or termination.
4. In order to achieve and maintain comparable standards of security, the competent security authorities shall, on request, provide each other with information about their national security standards, procedures and practices for the protection of Classified Information.
5. The competent security authorities shall inform each other of current security risks that may endanger the released Classified Information.
6. In order to ensure close co-operation in the implementation of the present Agreement, the competent security authorities may hold consultations and conduct mutual visits.

7. The co-operation under present Agreement shall be effected in English language.

ARTICLE 8
Translation, reproduction and destruction

1. Translations and reproductions of Classified Information shall be made according to the following rules:
 - a) Translations and reproductions shall be marked and afforded the same protection as the original Classified Information;
 - b) Translations and the number of reproductions shall be limited to that required for official purposes;
 - c) The translation shall bear an appropriate annotation in the language of translation indicating that it contains Classified Information of the Originating Party.
2. Classified Information marked as PŘÍSNĚ TAJNÉ / MUITO SECRETO shall be translated or reproduced only upon the written consent of the competent security authority of the Originating Party, according to the respective Law in force.
3. Classified Information marked as PŘÍSNĚ TAJNÉ / MUITO SECRETO shall not be destroyed and shall be returned to the competent security authority of the Originating Party.
4. For the destruction of Classified Information marked as TAJNÉ / SECRETO the prior written consent of the competent security authority of the Originating Party is required.
5. Classified Information marked up to DŮVĚRNÉ / CONFIDENCIAL shall be destroyed according to the respective Law in force of the Receiving Party.
6. In case of a situation that makes it impossible to protect and return Classified Information generated or released according to the present Agreement, the Classified Information shall be destroyed immediately. The Receiving Party shall notify the competent security authority of the Originating Party of the destruction of the Classified Information without delay.

ARTICLE 9
Transmission of classified information

1. Classified Information shall be transmitted between the Parties, in accordance with the Law in force of the Originating Party, normally through diplomatic channels, or as otherwise arranged between the competent security authorities.
2. The competent security authority of the Receiving Party shall confirm, in writing, the receipt of the Classified Information.

ARTICLE 10
Use of classified information

1. Classified Information shall be used only for the purpose it has been released for and within the limitations stipulated by the Originating Party.
2. Each Party shall ensure that all individuals and legal entities that receive Classified Information duly comply with the obligations of the present Agreement.
3. The Receiving Party shall not release the Classified Information to a Third Party or to any individual or legal entity, which holds the nationality of a third state, without prior written consent of the Originating Party.

ARTICLE 11
Classified contracts

1. In case of Classified Contracts implemented in the territory of one of the Parties, the competent security authority of the other Party shall deliver prior written assurance that the proposed contractor holds a Facility Security Clearance of an appropriate security classification level.
2. The contractor or subcontractor shall, according to the Law in force, ensure that all persons with access to Classified Information are informed of their responsibility towards the protection of Classified Information.
3. The competent security authorities may request each other to carry out a security inspection in a facility located in the territory of the other Party in order to ensure continuing compliance with security standards according to the respective Law in force.
4. Representatives of the competent security authorities may visit each other in order to analyse the efficiency of the measures adopted by a contractor for the protection of Classified Information involved in a Classified Contract.

5. Classified Contract concluded between Contractors of the Parties under the provisions of the present Agreement shall include an appropriate project security instructions identifying, at least, the following aspects:
 - a) List of Classified Information involved in the Classified Contract and their security classification;
 - b) Procedure for the communication of alteration in the security classification of information;
 - c) Communication channels and means for electromagnetic transmission;
 - d) Procedure for the transportation of Classified Information;
 - e) Obligation to notify any actual or suspected unauthorised disclosure, misappropriation or loss of Classified Information.
6. A copy of the project security instructions of a Classified Contract shall be forwarded to the competent security authority of the Party where the Classified Contract is to be performed to allow adequate security supervision and control.

ARTICLE 12

Visits

1. Visits entailing access to Classified Information are subject to prior written consent given by the competent security authorities according to the respective Law in force, with exception of visits entailing access to Classified Information marked as VYHRAZENÉ / RESERVADO, which may be arranged directly between security officers of the respective entities.
2. The request for visit shall be submitted through the competent security authority of the host Party at least twenty days before the visit and shall include:
 - a) Visitor's first and last name, place and date of birth, nationality, passport or identification card number;
 - b) Name of the entity the visitor represents;
 - c) Name and address of the entity to be visited including the name and phone number of the point of contact;
 - d) Confirmation of the visitor's Personnel Security Clearance and its validity;
 - e) Purpose of the visit including the highest level of the Classified Information to be involved;

- f) Expected date and duration of the visit and, in case of a recurring visits, 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 case, the request for visit shall be submitted at least seven days in advance.
 4. The competent security authority of the Party that receives the request for visit shall inform, in due time, the competent security authority of the requesting Party about the decision.
 5. Visit of individuals from a Third Party entailing access to Classified Information of the Originating Party shall only be authorized by a written consent of the competent security authority of the Originating Party.
 6. The competent security authority of the host Party shall provide a copy of the approved request for visit to the security officers of the entity to be visited.
 7. The validity of the visit authorisation shall not exceed twelve months.
 8. The Parties may agree to establish a list of authorized persons to make recurring visits, which are valid for an initial period of twelve months.
 9. Once the Parties have approved the list for recurring visits, the terms of the specific visits shall be directly arranged with the security officers of the entities to be visited,.
 10. Any Classified Information acquired by a visitor shall be considered as Classified Information released under the present Agreement.

ARTICLE 13

Breach of security

1. In the event of a breach of security resulting in unauthorised disclosure, misappropriation or loss of Classified Information released under present Agreement, or suspicion of such a breach, the competent security authority of the Receiving Party shall immediately inform in writing the competent security authority of the Originating Party.
2. If a breach of security or suspicion of such a breach occurs in a state other than the Parties, the competent security authority of the Party that hands over the Classified Information shall take the procedure prescribed in paragraph 1 of the present Article.
3. The other Party shall, if required, co-operate in the investigation.

4. In any case, the other Party shall be informed in writing of the results of the investigation, including the reasons for the breach of security, the extent of the damage, the measures adopted for its mitigation and the conclusions of the investigation.

ARTICLE 14 Expenses

Each Party shall bear its own expenses incurred in connection with the application of the present Agreement.

ARTICLE 15 Settlement of disputes

Any dispute regarding the interpretation or application of the present Agreement shall be settled by negotiation between the Parties.

ARTICLE 16 Entry into force

The present Agreement shall enter into force on the thirtieth day following the receipt of the last of the written notifications through diplomatic channels, stating that all the internal procedures necessary to that effect have been fulfilled.

ARTICLE 17 Amendments

1. The Parties may amend the present Agreement on the basis of mutual written consent.
2. The amendments shall enter into force according to the terms specified in Article 16 of the present Agreement.

ARTICLE 18 Duration and termination

1. The present Agreement shall remain in force for an indeterminate period of time.
2. Each Party may, at any time, terminate the present Agreement.
3. The termination shall be notified, in writing and through diplomatic channels, producing its effects six months after the date of the receipt of the respective notification.

4. Notwithstanding the termination, all Classified Information released under the present Agreement shall continue to be protected according to the provisions set forth herein, until the Originating Party dispenses the Receiving Party from this obligation.

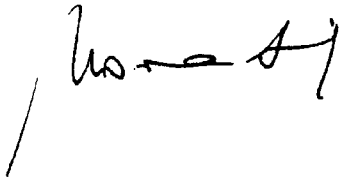
ARTICLE 19 Registration

Upon the entry into force of the present Agreement, the Party in which territory it is signed shall transmit it for registration to the Secretariat of the United Nations, according to Article 102 of the Charter of the United Nations, and shall notify the other Party of the conclusion of this proceeding, indicating the respective number of registration.

In witness whereof, the undersigned duly authorized, have signed the present Agreement.

Done at *Prague*....., on *25 October 2007* in two originals, each one in the Czech, Portuguese and English languages, each text being equally authentic. In case of any divergence of interpretation the English text shall prevail.

For the Czech Republic



For the Portuguese Republic

