

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

The Czech Republic and the Republic of Macedonia, hereinafter referred to as "the Parties", wishing to ensure the protection of Classified Information exchanged between them or between legal entities or individuals under their jurisdiction have, in mutual respect for national interests and security, agreed upon the following:

ARTICLE 1 OBJECTIVE 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.
2. This Agreement shall be applied to any contract or agreement as well as any other co-operation between the Parties involving Classified Information.

ARTICLE 2 DEFINITIONS

For the purpose of this Agreement:

Classified Information means any information that, regardless of its form, under the national laws and legal regulations of either Party, requires protection against unauthorised disclosure, misuse or loss, and has been designated as such.

Classified Contract means a contract that contains or involves access to Classified Information.

Originating Party means the Party including legal entities or individuals under its jurisdiction, which originates and releases Classified Information.

Receiving Party means the Party including legal entities or individuals under its jurisdiction, which receives Classified Information.

Third Party means any state including legal entities or individuals under its jurisdiction or international organisation not being a party to this Agreement.

**ARTICLE 3
NATIONAL SECURITY AUTHORITIES**

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

In the Czech Republic:

Národní bezpečnostní úřad (National Security Authority)

In the Republic of Macedonia:

**Дирекција за безбедност на класифицирани информации
(Directorate for Security of Classified Information)**

2. The National Security Authorities shall provide each other with official contact details (address, telephone/fax number, point of contact).

**ARTICLE 4
SECURITY CLASSIFICATION LEVELS**

The security classification level markings are equivalent as follows:

In the Czech Republic	In the Republic of Macedonia	Equivalent in English
PŘÍSNĚ TAJNÉ	ДРЖАВНА ТАЈНА	TOP SECRET
TAJNÉ	СТРОГО ДОВЕРЛИВО	SECRET
DŮVĚRNÉ	ДОВЕРЛИВО	CONFIDENTIAL
VYHRAZENÉ	ИНТЕРНО	RESTRICTED

**ARTICLE 5
ACCESS TO CLASSIFIED INFORMATION**

Access to Classified Information released under this Agreement shall be limited only to individuals duly authorised in accordance with the national laws and legal regulations of the respective Party.

ARTICLE 6
RESTRICTIONS ON USE OF CLASSIFIED INFORMATION

1. The Receiving Party shall not release Classified Information to a Third Party without the prior written consent of the Originating Party.
2. The Receiving Party shall use Classified Information only for the purpose it has been released for and in accordance with handling requirements of the Originating Party and the provisions of this Agreement.

ARTICLE 7
HANDLING OF CLASSIFIED INFORMATION

1. The Originating Party shall:
 - a) ensure that Classified Information is marked with appropriate security classification markings in accordance with its national laws and legal regulations;
 - b) inform the Receiving Party of any release conditions of Classified Information;
 - c) inform in writing the Receiving Party of any subsequent changes in classification or declassification.
2. The Receiving Party shall:
 - a) ensure that Classified Information is marked with equivalent security classification level markings in accordance with Article 4 of this Agreement;
 - b) afford the same degree of protection to the received Classified Information as afforded to the national Classified Information of equivalent security classification level;
 - c) ensure that Classified Information is not declassified nor its classification level changed, except if authorised in writing by the Originating Party.

ARTICLE 8
SECURITY CO-OPERATION

1. In order to maintain comparable standards of security, the National Security Authorities shall inform each other of the changes in the national security standards, procedures and practices for the protection of Classified Information.
2. On request of the National Security Authority of one of the Parties, the National Security Authority of the other Party, shall, within the scope of the

national laws and legal regulations, assist during the personnel and facility security clearance procedures.

3. The Parties shall mutually recognise the personnel and facility security clearances in accordance with their national laws and legal regulations, and the Article 4 of this Agreement shall apply accordingly.
4. The National Security Authorities shall without delay notify each other in writing about any changes in the recognised personnel and facility security clearances, especially in cases of their revocation or termination.
5. The co-operation under this Agreement shall be effected in the English language.

ARTICLE 9 CLASSIFIED CONTRACTS

1. On request of the National Security Authority of one of the Parties, the National Security Authority of the other Party shall confirm that proposed contractors as well as individuals participating in pre-contractual negotiations or in the implementation of Classified Contracts have security clearances of appropriate security classification levels.
2. The National Security Authorities may request that a security inspection is carried out at a facility to ensure continuing compliance with security standards according to the national laws and legal regulations.
3. Classified Contracts shall contain programme security instructions on the security requirements and on the classification of each aspect or element of the Classified Contract. A copy of the programme security instructions shall be forwarded for information to the National Security Authority of the Party where the Classified Contract is to be implemented.

ARTICLE 10 TRANSMISSION OF CLASSIFIED INFORMATION

1. Classified Information shall be transmitted in accordance with the national laws and legal regulations of the Originating Party through diplomatic channels or as otherwise agreed in writing between the National Security Authorities.
2. The Parties may transmit Classified Information by electronic means in accordance with security procedures approved by the National Security Authorities.

ARTICLE 11
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 Originating Party.
3. Classified Information marked as PŘÍSNĚ TAJNÉ / ДРЖАВНА ТАЈНА / TOP SECRET shall be translated or reproduced only in exceptional cases for urgent purposes and upon the prior written consent of the Originating Party.
4. Classified Information marked as PŘÍSNĚ TAJNÉ / ДРЖАВНА ТАЈНА / TOP SECRET shall not be destroyed and shall be returned to the Originating Party.

ARTICLE 12
VISITS

1. Visits requiring access to Classified Information are subject to prior written permission of the respective National Security Authority, unless otherwise agreed between the National Security Authorities.
2. The permission referred to in Paragraph 1 of this Article shall be granted exclusively to the individual duly authorized in accordance with the national laws and legal regulations of the delegating Party.
3. The request for visit shall be submitted through the National Security Authorities at least twenty days before the visit. In urgent cases, the request for visit may be submitted at a shorter notice, subject to prior co-ordination between the National Security Authorities.
4. The 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 institution/facility, which the visitor represents;
 - c) level of the visitor's personnel security clearance 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 the Classified Information to which access is required;
 - f) name, address, phone/fax number, e-mail address and point of contact of the institution/facility to be visited;
 - g) date of the request, signature and stamping of the official seal of the National Security Authority submitting the request.
5. The National Security Authorities may agree on a list of visitors entitled to recurring visit. The details of the recurring visit shall be agreed in writing between the National Security Authorities.
 6. Classified Information acquired by a visitor shall be considered as Classified Information released under this Agreement.

ARTICLE 13 BREACHES OF SECURITY

1. The National Security Authorities shall inform each other in writing without delay of a breach of security resulting in unauthorised disclosure, misuse, loss or destruction of Classified Information or in a suspicion of such breach.
2. The competent authorities of the Receiving Party shall initiate proceedings or investigate the incident referred to in paragraph 1 of this Article without delay. The competent security authorities of the Originating Party shall, if required, co-operate in the proceedings or the investigation.
3. In any case, the Receiving Party shall inform the Originating 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 proceedings or the investigation.

ARTICLE 14 EXPENSES

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

ARTICLE 15 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 court or international tribunal or to a Third Party for settlement.

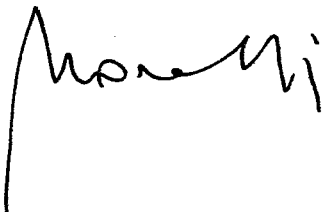
**ARTICLE 16
FINAL PROVISIONS**

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 notification of the Parties, through diplomatic channels that the internal legal procedures for entering into force of this Agreement have been fulfilled.
2. This Agreement may be amended on the basis of the written consent of the Parties. Such amendments shall enter into force in accordance with the provisions of paragraph 1 of this Article.
3. Each of the Parties 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. In case 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 Originating Party notifies the Receiving Party of the cessation of this obligation.

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

Done in Prague on 27. August 2008 in two originals, in Czech, Macedonian and English languages, each text being equally authentic. In case of different interpretation the English text shall prevail.

For the Czech Republic



For the Republic of Macedonia

