

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

The Czech Republic and Hungary (hereinafter referred to as the "Contracting Parties")

*Recognising* the important role of the mutual cooperation between the Contracting Parties,

*Realising* that good cooperation may require exchange of Classified Information between the Contracting Parties,

*Recognising* that they ensure equivalent protection for the Classified Information,

*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 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 Contracting Parties or between legal entities or individuals under their jurisdiction.
2. This Agreement shall not affect the obligations of the Contracting Parties under any other bilateral or multilateral treaty.
3. This Agreement shall not apply to the exchange of Classified Information between the intelligence services of the Contracting Parties.

## **ARTICLE 2 DEFINITIONS**

For the purpose of this Agreement:

**"Classified Information"** means any information that, regardless of its form, under the national laws and regulations of either Contracting Party, requires protection against unauthorised disclosure, misappropriation 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 Contracting Party including legal entities or individuals under its jurisdiction, which releases Classified Information.

**"Recipient Party"** means the Contracting 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 COMPETENT SECURITY AUTHORITIES**

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

In the Czech Republic:

**Národní bezpečnostní úřad**

In Hungary:

**Nemzeti Biztonsági Felügyelet**

2. The Competent Security Authorities shall provide each other with official contact details and shall inform each other of any subsequent changes.

### **ARTICLE 4 SECURITY CLASSIFICATION LEVEL MARKINGS**

The equivalence of national security classification level markings is as follows:

<b>In the Czech Republic</b>	<b>In Hungary</b>	<b>Equivalent in the English language</b>
PŘÍSNĚ TAJNÉ	SZIGORÚAN TITKOS	TOP SECRET
TAJNÉ	TITKOS	SECRET
DŮVĚRNÉ	BIZALMAS	CONFIDENTIAL
VYHRAZENÉ	KORLÁTOZOTT TERJESZTÉSŰ	RESTRICTED

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

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

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

1. The Originating Party shall:
  - a) ensure that Classified Information is marked with appropriate security classification markings in accordance with its national laws and regulations;
  - b) inform the Recipient Party of any use conditions of Classified Information;
  - c) inform the Recipient Party immediately of any subsequent changes in classification or declassification.
  
2. The Recipient Party shall:
  - a) ensure that Classified Information is marked with equivalent security classification level marking in accordance with Article 4 of this Agreement;
  - b) ensure the same level of protection to 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;
  - d) ensure that Classified Information is not released to a Third Party without the prior written consent of the Originating Party;
  - e) use Classified Information only for the purpose it has been released for and in accordance with handling requirements of the Originating Party.

**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 their national laws and regulations concerning protection of Classified Information and the practices stemming from their implementation.
  
2. On request, the Competent Security Authorities shall, in accordance with their national laws and regulations, assist each other during the personnel security clearance procedures and facility security clearance procedures.

3. The Contracting Parties shall in accordance with national laws and regulations mutually recognise each other personnel security clearances and facility security clearances.
4. The Competent Security Authorities shall promptly notify each other about changes in recognised personnel security clearances and facility security clearances especially in cases of their revocation or termination.
5. In the course of the execution of this Agreement, Competent Security Authorities shall use the English language.

#### **ARTICLE 8 CLASSIFIED CONTRACTS**

1. Classified contracts shall be concluded and implemented in accordance with the national laws and regulations of respective Contracting Party. On request, the Competent Security Authorities shall confirm that proposed contractors as well as individuals participating in pre-contractual negotiations or in the implementation of Classified Contracts have appropriate personnel security clearance or facility security clearance.
2. The Competent Security Authorities may request that a security inspection is carried out at a facility located on the territory of the other Contracting Party to ensure continuing compliance with their national laws and regulations concerning protection of classified information.
3. Classified Contracts shall contain project security instruction on the security requirements and on the classification of each element of the Classified Contract. A copy of the project security instructions shall be forwarded to the Competent Security Authority of the Contracting Party under whose jurisdiction the Classified Contract is to be implemented.

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

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

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

1. Reproductions and translations of Classified Information released under this Agreement 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 of Classified Information released under this Agreement shall bear a note in the language of translation indicating that they contain Classified Information of the Originating Party.
3. Classified Information released under this Agreement marked as PŘÍSNĚ TAJNÉ / SZIGORÚAN TITKOS / TOP SECRET shall be translated or reproduced only upon the prior written consent of the originator.
4. Classified Information released under this Agreement marked as PŘÍSNĚ TAJNÉ / SZIGORÚAN TITKOS / TOP SECRET shall not be destroyed and shall be returned to the Originating Party.

**ARTICLE 11**  
**VISITS**

1. Visits requiring access to Classified Information shall be subject to the prior written consent of the respective Competent Security Authority, unless otherwise agreed between the Competent Security Authorities.
2. The visitor shall submit the request for visit at least twenty days in advance of the starting date of the visit to his national Competent Security Authority, which shall forward it to the Competent Security Authority of the other Contracting Party. 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. Requests 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 visit.
5. Classified Information acquired by a visitor shall be considered as Classified Information released under this Agreement.

#### **ARTICLE 12 BREACH OF SECURITY**

1. The Competent Security Authorities shall immediately inform each other in writing of a breach of security resulting in unauthorised disclosure, misappropriation or loss of Classified Information or suspicion of such a breach.
2. The relevant security authorities of the Recipient Party shall investigate the incident without delay. The relevant security authorities of the Originating Party shall, if required, co-operate in the investigation.
3. In any case, the Recipient 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 investigation.

#### **ARTICLE 13 EXPENSES**

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

#### **ARTICLE 14 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 Contracting Parties, through diplomatic channels, 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 Contracting Parties. Such amendments shall enter into force in accordance with paragraph 1 of this Article.
3. Each Contracting Party is entitled to terminate this Agreement in writing at any time. In such a case, the validity of the Agreement shall expire after six

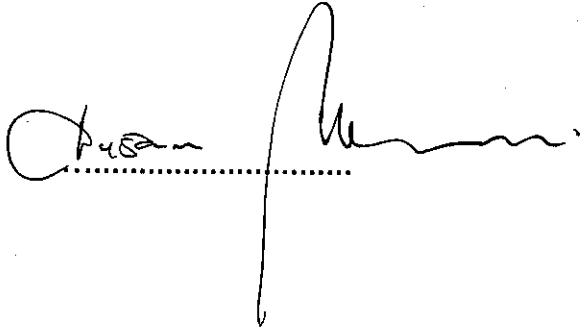
months following the day on which the other Contracting Party receives the written notice of the termination.

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 Originating Party dispenses the Recipient Party from this obligation.
5. Any dispute regarding the interpretation or implementation of this Agreement shall be resolved by consultations and negotiations between the Contracting Parties, without recourse to outside jurisdiction.

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

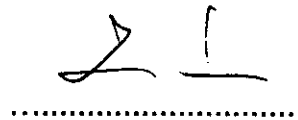
Done in Budapest on 13 June 2012 in two originals, in the Czech, Hungarian and English languages, each text being equally authentic. In case of different interpretation the English text shall prevail.

For the Czech Republic



A handwritten signature in black ink, appearing to be 'Petr Fiala', written over a horizontal dotted line.

For Hungary



A handwritten signature in black ink, consisting of two distinct strokes, written over a horizontal dotted line.