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**SECURITY ARRANGEMENT
BETWEEN
THE GOVERNMENT
OF THE CZECH REPUBLIC
AND
THE GOVERNMENT
OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND
CONCERNING
THE PROTECTION OF DEFENCE
CLASSIFIED INFORMATION EXCHANGED
BETWEEN THE TWO COUNTRIES**

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The Government of the Czech Republic and the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as the United Kingdom / the UK) have, in the interests of national security, established the following arrangements which are set out in this Security Arrangement (SA), wishing to ensure the protection of classified information transferred for the purposes of armed forces co-operation, defence research, production and procurement between the two countries or to commercial and industrial organisations in either of the two countries. This SA does not cover the exchange of Nuclear, Biological or Chemical information related to equipment commonly referred to as Weapons of Mass Destruction.

1. DEFINITIONS

The following terms are defined in the interests of clarity:

1.1 "Classified Information" means any classified item, be it an oral or visual communication of classified contents or the electromagnetic transmission of a classified message, or be it material.

1.1.1 "Material" includes any item of machinery or equipment or weapons either manufactured or in the process of manufacture, or document.

1.1.2 "Document" means any letter, note, minute, report, memorandum, message, sketch, photograph, film, map, chart, plan, notebook, stencil, carbon, typewriter ribbon, diskette etc. or other form of recorded information (e.g. tape recording, magnetic recording, punched card, tape, etc.)

1.2 For the purpose of this SA the security classifications in the two countries are:

IN THE CZECH REPUBLIC

TAJNÉ
DŮVĚRNÉ
VYHRAZENÉ

IN THE UNITED KINGDOM

UK SECRET
UK CONFIDENTIAL
UK RESTRICTED

As a general rule, the levels referred to above are to be considered as equivalent. Accordingly, UK CONFIDENTIAL Classified Information passed to the Czech Republic is to be transmitted, handled, stored and located in a manner which will afford the same protection as that given to the Czech Republic DŮVĚRNÉ Classified Information. However, exceptionally either Government may ask the other to afford protection at a higher level but not at a lower level than the classification indicated.

1.3 "Contractor" means an individual or legal entity possessing the legal capability to undertake contracts.

- 1.4 **“Contract”** means an agreement between two or more parties creating and defining enforceable rights and obligations between them.
- 1.5 **“Classified Contract”** means a Contract which contains or involves Classified Information.
- 1.6 **“National Security Authority (NSA)/ Designated Security Authority (DSA)”** means the Government Authority responsible for security of Classified Information covered by this SA.
- 1.7 **“Originating Government”** means the Government originating the Classified Information as represented by the NSA/DSA.
- 1.8 **“Recipient Government”** means the Government to which the Classified Information is transmitted as represented by the NSA/DSA.
- 1.9 **“Facility”** means premises of a company/organisation in which Classified Information or Material is utilised or stored.
2. **NATIONAL SECURITY AUTHORITY / DESIGNATED SECURITY AUTHORITY – NSA/DSA**
- 2.1 The NSA/DSA responsible for security of classified defence information in each country are the following:

FOR THE CZECH REPUBLIC

National Security Authority
(Národní bezpečnostní úřad)
PO Box 2100
160 49 Prague 6
Czech Republic

FOR THE UNITED KINGDOM

Directorate of Security
(Headquarters, Agencies and Industry)
Ministry of Defence
Main Building, Whitehall
London, SW1A 2HB

2.2 The points of contact (POCs) for all aspects of this SA are:

FOR THE CZECH REPUBLIC

The Defence Attaché
Embassy of the Czech Republic
26 Kensington Palace Gardens
London, W8 4QY

FOR THE UNITED KINGDOM

The Defence, Military and Air Attaché
British Embassy
Thunovská 14
118 00 Prague 1

3. **RESTRICTIONS ON USE AND DISCLOSURE OF EXCHANGED CLASSIFIED INFORMATION**

3.1 Unless express prior consent is given to the contrary, the Recipient Government will not disclose or use, or permit the disclosure or use of, any Classified Information except for the purposes and within any limitations stated by or on behalf of the Originating Government.

3.2 The Recipient Government will not pass or disclose to a Government official, Contractor, Contractor's employee or any other person holding the nationality, or dual nationality, of any third country, or to any international organisation, any Classified Information supplied under the provisions of this SA, nor will publicly disclose any Classified Information without the prior written permission of the Originating Government. Furthermore, the Recipient Government will not disclose to any third party, any unclassified information supplied without the prior written permission of the owner/originator of the information.

3.3 Nothing in the SA will be taken as an authority for, or to govern the release, use, exchange or disclosure of information in which intellectual property rights exist, until the specific written authorisation of the owner of these rights has first been obtained.

4. **PROTECTION OF CLASSIFIED INFORMATION**

4.1 The Originating Government will ensure that the Recipient Government is informed of:

- (a) The security classification of the information and any conditions of release or limitations on its use, and that such information is so marked.
- (b) Any subsequent change in security classification.

4.2 The Recipient Government will:

(a) In accordance with its national laws or regulations, afford any Classified Information received from the other Government a level of security protection that is afforded to Classified Information of an equivalent classification originated by the Recipient Government in accordance with paragraph 1.2 above.

(b) Ensure that Classified Information is marked with its own security classification in accordance with paragraph 1.2 above.

(c) Ensure that security classifications are not altered, except as authorised in writing by or on behalf of the Originating Government.

4.3 In order to achieve and maintain comparable standards of security, each NSA/DSA will, on request, provide the other with information about its security standards, procedures and practices for safeguarding Classified Information, and will for this purpose facilitate visits by the other NSA/DSA.

5. **ACCESS TO CLASSIFIED INFORMATION**

Access to Classified Information will be limited to those persons who have a "need to know", and who have been security cleared by the recipient NSA/DSA, in accordance with their national laws or regulations, to the level appropriate to the classification of the information to be accessed.

6. **TRANSMISSION OF CLASSIFIED INFORMATION**

6.1 Classified Information at the Czech Republic DŮVĚRNÉ and above and UK CONFIDENTIAL and above levels will be transmitted between the two countries in accordance with the national security laws or regulations of the Originating Government. The normal route will be through diplomatic channels, but other arrangements may be established, if mutually acceptable to both Governments.

6.2 Classified Information at the VYHRAZENÉ/RESTRICTED level will be transmitted in accordance with the national security laws or regulations of the Originating Government.

6.3 Additionally, Classified Information may be transmitted between a Czech Republic Facility and a UK owned Facility in the Czech Republic or a UK Facility and a Czech Republic owned Facility in the UK using the national transmission rules applicable in the country in which the Facilities are based. Releases may take place

only between Facilities which hold the relevant Facility Security Clearances (FSC) and where the information has been approved for release to the other country.

7. VISITS

7.1 Unless otherwise notified, the prior approval of the NSA/DSA of the host country will be required in respect of visitors, including those on detached duty from the other country, where access to Classified Information or to defence establishments/defence contractor premises engaged in classified work is necessary. Requests for such visits will be submitted through the respective POCs according to paragraph 2.2 of this SA.

7.2 Requests will include the following information:

7.2.1 Full name of proposed visitor, date and place of birth, nationality and passport number/identity card number.

7.2.2 Official status of the visitor together with the name of the Facility which he represents.

7.2.3 Certification of the level of security clearance held by the visitor.

7.2.4 Full name and address of the Facility to be visited.

7.2.5 Name and status of the person(s) to be visited, if known.

7.2.6 Purpose of the visit.

7.2.7 Date of the visit. In cases of recurring visits the total period covered by the visits should be stated.

7.3 All visitors will comply with the security laws or regulations of the host country.

7.4 Visit requests should be submitted to the NSA/DSA of the Recipient Government in accordance with the normal procedures of that Government. Short notice visits may be arranged in urgent cases by mutual consent.

7.5 In cases involving a specific project or a particular contract it may, subject to the approval of both Governments, be possible to establish Recurring Visitors Lists. These Lists will be valid for an initial period not exceeding 12 months and may be extended for a further period of time (not to exceed 12 months) subject to the prior approval of the respective NSA/DSA. They should be submitted in accordance with the normal procedures of the Recipient Government. Once a list has been approved, visit arrangements may be made direct between the Facilities involved in respect of listed individuals.

7.6 Any information which may be provided to visiting personnel, or which may come to the notice of visiting personnel, will be treated by them as if such information had been furnished pursuant to the provisions of this SA.

8. CONTRACTS

8.1 When proposing to place, or authorising a Contractor in its country to place, a Classified Contract with a Contractor in the other country the Originating Government will obtain prior assurance, where appropriate, from the NSA/DSA of the other country that the proposed Contractor is security cleared to the appropriate level and also has suitable security safeguards to provide adequate protection of Classified Information. The assurance will carry a responsibility that the security conduct by the cleared Contractor will be in accordance with national security laws or regulations and monitored by his NSA/DSA.

8.2 The NSA/DSA will ensure that Contractors that receive Contracts placed as a consequence of these pre-contract enquiries are aware of the following provisions:

8.2.1 The definition of the term "Classified Information" and of the equivalent levels of security classification of the two Governments in accordance with the provisions of this SA.

8.2.2 The names of the Government Authority of each of the two countries empowered to authorise the release and to co-ordinate the safeguarding of Classified Information.

8.2.3 The channels to be used for the transfer of the Classified Information between the Government Authorities and/or Contractors involved.

8.2.4 The procedures and mechanisms for communicating the changes that may arise in respect of Classified Information either because of changes in its security classification or because protection is no longer necessary.

8.2.5 The procedures for the approval of visits, access or inspection by personnel of one country to Facilities of the other country which are covered by the Contract.

8.2.6 An obligation that the Contractor will disclose the Classified Information only to a person who has previously been cleared for access, who needs to know, and is employed on, or engaged in, the carrying out of the Contract.

8.2.7 An obligation that the Contractor will not disclose the Classified Information or permit it to be disclosed to any person not expressly cleared by his NSA/DSA to have such access.

8.2.8 An obligation that the Contractor will immediately notify his NSA/DSA of any actual or suspected loss, leak or compromise of the Classified Information of this Contract.

8.3 The NSA/DSA of the Originating Government will pass two copies of the relevant parts of the Classified Contract to the NSA/DSA of the Recipient Government, to allow adequate monitoring of protection of Classified Information.

8.4 Each contract will contain notification of the security requirements and of the classification of each aspect/element of the Contract. In the Czech Republic this notification will be set out in specific security clauses in the Contract. In the UK the notification will be contained in specific security clauses and in a Security Aspects Letter (SAL). The notification must identify each classified aspect of the Contract, or any classified aspect which is to be generated by the contract, and allocate to it a specific security classification. Changes in the requirements or to the aspects/elements will be notified as and when necessary and the Originating Government will notify the Recipient Government when all the information has been declassified.

9. SECURITY ASSURANCES

9.1 Each NSA/DSA will notify the security status of a Facility in its country when requested by the other Government. Each NSA/DSA will also notify the security clearance status of one of its nationals when so requested. These notifications will be known as Facility Security Clearance (FSC) and Personnel Security Clearance (PSC) assurance respectively.

9.2 When requested the NSA/DSA will establish the security clearance status of the Facility/individual which is the subject of the enquiry and forward a Security Clearance assurance if the Facility/individual is already cleared. If the Facility/individual does not have a security clearance, or the clearance is at a lower security level than that required, notification will be sent that the Security Clearance assurance cannot be issued immediately. In such cases further steps will be initiated to meet the requirement. Following successful enquiries a Security Clearance will be provided.

9.3 If a Facility is deemed by the NSA/DSA, in the country in which it is registered, to be ineligible for a Security Assurance, the requesting NSA/DSA will be notified.

9.4 If either NSA/DSA learns of any derogatory information about an individual for whom a personnel security assurance has been issued, it will notify the other NSA/DSA of the nature of the information and the action it intends to take, or has taken. Either NSA/DSA may request a review of any Personnel Security Assurance which has been furnished earlier by the other NSA/DSA, provided that the request is accompanied by a reason. The requesting NSA/DSA will be notified of the results of the review and any subsequent action.

9.5 If information becomes available which raises doubts about the suitability of a cleared Facility to continue to have access to Classified Information in the other country then details of this information will be promptly notified to the NSA/DSA to allow an investigation to be carried out.

9.6 If either NSA/DSA suspends or takes action to revoke a personnel security clearance, or suspends or takes action to revoke access which is granted to a national of the other country based upon a security clearance, the other Government will be notified and given the reasons for such an action.

9.7 Each NSA/DSA may request the other to review any Facility Security Assurances, provided that their request is accompanied by the reasons for seeking the review. Following the review, the requesting NSA/DSA will be notified of the results and will be provided with facts supporting any decisions taken.

9.8 If required by the other Government each NSA/DSA will co-operate in reviews and investigations concerning Security Clearances.

10. LOSS OR COMPROMISE

10.1 In the event of a security infringement involving loss of Classified Information or suspicion that Classified Information has been disclosed to unauthorised persons, the NSA/DSA of the Recipient Government will immediately inform the NSA/DSA of the Originating Government.

10.2 An immediate investigation will be carried out by the Recipient Government, with assistance from the Originating Government if required, in accordance with the laws or regulations in force in that country for the protection of Classified Information. The Recipient Government will inform the Originating Government about the circumstances, outcome of the investigation and the measures adopted to prevent a recurrence as soon as is practicable.

11. COSTS

Each of the Governments will bear its own costs incurred by the implementation of this SA.

12. AMENDMENT

The provisions of this SA may be amended with the mutual consent in writing of both Governments. Such amendments will become effective in accordance with the procedure set out in Section 14.

13. DISPUTES

Any dispute regarding the interpretation or application of this SA will be resolved by consultation between the Governments and will not be referred to any national or international tribunal or third party for settlement.

14. EFFECTIVE DATE

This SA is subject to approval in accordance with national legal procedures of each of the Governments and will become effective on the first day of the second month following the exchange of notifications between the Governments to the effect that the necessary requirements set by internal laws or regulations for this SA to enter into operation have been met.

15. TERMINATION/REVIEW

15.1 This SA will remain in operation until terminated by either Government giving the other six months written notice of termination. In such case the validity of the SA will expire after 180 days following the day on which the notice of termination was served through diplomatic channels to the other Government. Both Governments will remain responsible after termination for the safeguarding of all Classified Information exchanged under the provisions of this SA in accordance with national laws or regulations.

15.2 Similarly, any Classified Information which is exchanged under the cover of this SA will also be safeguarded, even though its transfer may occur following notice by either of the Governments to terminate.

15.3 In the event of termination, solutions to any outstanding problems will be sought by consultation between the two Governments.

Signed in London on 6.4.2001 in two originals, each in the Czech and English languages, each text having equal validity.



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OF THE CZECH REPUBLIC



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