

**AGREEMENT**  
**BETWEEN**  
**THE GOVERNMENT OF THE CZECH REPUBLIC**  
**AND**  
**THE GOVERNMENT OF THE REPUBLIC OF CROATIA**  
**ON**  
**MUTUAL PROTECTION**  
**OF CLASSIFIED INFORMATION**

The Government of the Czech Republic and the Government of the Republic of Croatia (hereinafter referred to as "the Parties"),

Realizing that co-operation between their states may require exchange of classified information,

Desiring to establish a set of rules regulating the mutual protection of classified information exchanged or generated in course of the co-operation between the Parties or between individuals or legal entities under jurisdiction of their states,

Have agreed as follows:

## **ARTICLE 1 OBJECTIVE**

The objective of this Agreement is to ensure the protection of classified information exchanged or generated in course of the co-operation between the Parties or between individuals or legal entities under jurisdiction of their states.

## **ARTICLE 2 DEFINITIONS**

For the purposes of this Agreement:

- (1) "**Classified Information**" means any information which, regardless of its form, in accordance with national laws and regulations of the state of either Party requires protection against unauthorised disclosure, misuse, loss, unauthorised alteration, damage or destruction, and has been designated as such and appropriately marked;
- (2) "**Security Breach**" means any act or omission resulting in loss of confidentiality, integrity or availability of Classified Information;
- (3) "**Originating Party**" means the Party including individuals or legal entities under jurisdiction of its state, which originates and releases Classified Information;
- (4) "**Receiving Party**" means the Party including individuals or legal entities under jurisdiction of its state, which receives Classified Information;
- (5) "**National Security Authority**" means the national authority responsible for the protection of Classified Information and the implementation and supervision of this Agreement;
- (6) "**Classified Contract**" means a contract, which contains or involves access to Classified Information;
- (7) "**Personnel Security Clearance**" means the determination that an individual is eligible to have access to Classified Information;

- (8) “**Facility Security Clearance**” means the determination that a legal entity can afford adequate protection to Classified Information and its personnel, who requires access to Classified Information, has Personnel Security Clearance;
- (9) “**Third Party**” means any state including individuals or legal entities under its jurisdiction or organization that is not a party to this Agreement.

### ARTICLE 3 SECURITY CLASSIFICATION LEVELS

The following security classification levels are equivalent:

In the Czech Republic:	In the Republic of Croatia:	Equivalent in English:
PŘÍSNĚ TAJNÉ	VRLO TAJNO	TOP SECRET
TAJNÉ	TAJNO	SECRET
DŮVĚRNÉ	POVJERLJIVO	CONFIDENTIAL
VYHRAZENÉ	OGRANIČENO	RESTRICTED

### ARTICLE 4 NATIONAL SECURITY AUTHORITIES

- The National Security Authorities are:
 

For the Czech Republic:  
Národní bezpečnostní úřad

For the Republic of Croatia:  
Ured Vijeća za nacionalnu sigurnost
- The Parties shall inform each other through diplomatic channels of any changes regarding the National Security Authorities.
- On request the National Security Authorities shall inform each other of the national laws and regulations on the protection of Classified Information and of the security standards, procedures and practices stemming from their implementation.

**ARTICLE 5**  
**PROTECTION MEASURES AND ACCESS TO CLASSIFIED INFORMATION**

1. The Parties shall take all appropriate measures in accordance with the national laws and regulations to ensure the protection of Classified Information released or generated under this Agreement and shall ensure the necessary oversight of this protection.
2. The Originating Party shall:
  - a) ensure that Classified Information is marked with appropriate security classification markings in accordance with the national laws and 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.
3. The Receiving Party shall:
  - a) ensure that Classified Information is marked with equivalent security classification level markings in accordance with Article 3 of this Agreement;
  - b) afford the same degree of protection to Classified Information as afforded to national Classified Information of equivalent security classification level;
  - c) ensure that Classified Information is not declassified nor its security classification level changed, except if authorised in writing by the Originating Party;
  - d) use Classified Information only for the purpose it has been released for and in accordance with handling requirements of the Originating Party;
  - e) ensure that Classified Information is not released to a Third Party without the prior written consent of the Originating Party.
4. Access to Classified Information released or generated under this Agreement shall be limited to individuals authorized in accordance with the national laws and regulations of the state of the respective Party.
5. Within the scope of this Agreement, the Parties shall mutually recognise the Personnel Security Clearances and Facility Security Clearances.
6. Within the scope of this Agreement, the National Security Authorities shall inform each other without delay in writing about any alteration with regard to Personnel Security Clearances and Facility Security Clearances, especially in cases of their revocation or termination.

7. National Security Authorities shall assist each other upon request and in accordance with the national laws and regulations in carrying out Personnel Security Clearance and Facility Security Clearance procedures.
8. Upon request the National Security Authorities shall provide each other with written assurance that an individual has been granted Personnel Security Clearance or legal entity has been granted Facility Security Clearance.

**ARTICLE 6  
TRANSMISSION OF CLASSIFIED INFORMATION**

1. Classified Information shall be transmitted in accordance with the national laws and regulations of the state of the Originating Party through diplomatic channels or by other means mutually approved by the National Security Authorities.
2. The Intelligence Services of the Parties may exchange operative and analytical information in accordance with the national laws and regulations.

**ARTICLE 7  
REPRODUCTION AND TRANSLATION OF CLASSIFIED INFORMATION**

1. The reproduction and translation 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. The translation shall bear an appropriate note in the language of translation stating that it contains Classified Information of the Originating Party.
3. Classified Information marked as TAJNÉ / TAJNO / SECRET or PŘÍSNĚ TAJNÉ / VRLO TAJNO / TOP SECRET shall be translated or reproduced only in exceptional cases upon prior written consent of the Originating Party.

**ARTICLE 8  
DESTRUCTION OF CLASSIFIED INFORMATION**

1. Classified Information shall be destroyed in accordance with national laws and regulations of the state of the Receiving Party.
2. Classified Information marked as PŘÍSNĚ TAJNÉ / VRLO TAJNO / TOP SECRET shall not be destroyed. It shall be returned to the Originating Party.
3. In crisis situation in which it is impossible to protect or return Classified Information released or generated under this Agreement, the Classified Information shall be destroyed immediately. The National Security Authority of the Receiving Party shall inform without delay in writing the National Security Authority of the Originating Party about the destruction.

**ARTICLE 9  
CLASSIFIED CONTRACTS**

1. Classified Contracts shall be concluded and implemented in accordance with national laws and regulations of the state of the respective Party.
2. Upon request the National Security Authority of the Receiving Party shall confirm that a proposed contractor has been granted appropriate Personnel Security Clearance or Facility Security Clearance or that appropriate security clearance procedure has been initiated.
3. Classified Contract shall include security annex identifying, at least, the following aspects:
  - a) list of Classified Information involved in the Classified Contract and their classification;
  - b) procedure for the communication of changes in classification or declassification;
  - c) communication channels and means for electromagnetic transmission;
  - d) procedure for the transportation of Classified Information;
  - e) obligation to notify any suspected or established Security Breach.
4. A copy of the security annex of the Classified Contract shall be forwarded to the National Security Authority of the Receiving Party to allow adequate security oversight.

**ARTICLE 10  
VISITS**

1. The visit requiring access to Classified Information is subject to prior consent by the respective National Security Authority, unless otherwise agreed by the National Security Authorities.
2. The request for visit shall be submitted through the National Security Authorities at least two weeks prior to the visit, in urgent cases on shorter notice or under other procedures agreed between the National Security Authorities.
3. The request for visit shall state the following:
  - a) purpose and proposed date of the visit;
  - b) anticipated level of Classified Information to be involved during the visit;
  - c) first name and family name, date and place of birth, nationality and passport or ID card number of the visitor;
  - d) position of the visitor and name of the facility represented;
  - e) validity and level of the Personnel Security Clearance of the visitor;
  - f) name, address, phone and fax number, e-mail address and point of contact of the facility to be visited;
  - g) date of the request and signature of the National Security Authority;

h) other data, agreed upon by the National Security Authorities.

4. National Security Authorities may agree on a list of visitors entitled to recurring visit. Further details of the recurring visit are subject to the co-ordination between National Security Authorities.

#### **ARTICLE 11 SECURITY BREACH**

1. The Parties shall immediately inform each other in writing of any suspected or established Security Breach.
2. The appropriate security authorities of the Party on whose state territory the Security Breach occurred shall initiate appropriate proceedings without delay. The appropriate security authorities of the other Party shall co-operate in the proceedings, if required.
3. The National Security Authority of the Party on whose state territory the Security Breach occurred shall inform in writing the National Security Authority of the other Party about its circumstances, the extent of the damage, the measures adopted for its mitigation and the outcome of the proceedings.

#### **ARTICLE 12 EXPENSES**

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

#### **ARTICLE 13 COMMUNICATION**

1. All communication under this Agreement shall be effected in English unless otherwise agreed by National Security Authorities.
2. In order to ensure close co-operation in the implementation of this Agreement, the National Security Authorities shall consult each other and facilitate the necessary mutual visits.

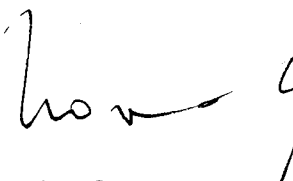
#### **ARTICLE 14 SETTLEMENT OF DISPUTES**

Any dispute regarding the interpretation or application of this Agreement shall be settled by negotiations and consultations 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 and shall enter into force on the first day of the second month following the date of the receipt of the last written notification by which the Parties have notified each other, through diplomatic channels, of the completion of their internal procedures necessary for the entry into force of this Agreement.
2. This Agreement may be amended by written consent of both Parties. Amendments shall enter into force in accordance with paragraph 1 of this Article.
3. Each Party may terminate this Agreement at any time by written notification to the other Party through diplomatic channels. In such a case, the Agreement shall terminate six months after the date of receipt of the termination notice by the other Party. In the case of termination, Classified Information released or generated under this Agreement shall continue to be protected in accordance with the provisions of this Agreement until the Originating Party dispenses the Receiving Party from this obligation.
4. This Agreement does not prejudice the rights and obligations of the Parties arising from other international agreements they are bound by.

Done in *Prague* ..... on *1 February 2010* ..... in two originals, in the Czech, Croatian, and English languages, all texts being equally authentic. In the case of divergence in interpretation the English text shall prevail.

  
For the Government  
of the Czech Republic

  
For the Government  
of the Republic of Croatia