

**AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF THE CZECH REPUBLIC**

**AND**

**THE SWISS FEDERAL COUNCIL**

**ON THE EXCHANGE**

**AND MUTUAL PROTECTION**

**OF CLASSIFIED INFORMATION**

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

## **ARTICLE 1 SCOPE OF APPLICATION**

1. The purpose of this Agreement is to protect Classified Information exchanged between the Parties or between legal entities or individuals under the jurisdiction of their states, transmitted within the context of the implementation as well as the preparation of Classified Contracts or generated within the scope of application of this Agreement.
2. The Exchange of Classified Information between the law enforcement bodies of the Parties shall not fall under this Agreement, but is governed by a separate agreement.

## **ARTICLE 2 DEFINITIONS**

For the purpose of this Agreement:

- 1) **"Classified Information"** means any information, document or material transmitted or generated between the Parties or between legal entities or individuals under the jurisdiction of their states that, regardless of its form, under the national laws and regulations of the state of either Party, requires protection against any form of unauthorised disclosure, misappropriation, destruction, loss, publication or access to unauthorized persons and has been designated as such and appropriately marked.
- 2) **"Classified Contract"** means a contract or a subcontract that contains or involves access to Classified Information.
- 3) **"Contractor"** means an individual or legal entity, possessing the capability to conclude Classified Contracts.
- 4) **"Originating Party"** means the Party including legal entities or individuals under the jurisdiction of its state, which releases Classified Information.
- 5) **"Recipient Party"** means the Party including legal entities or individuals under the jurisdiction of its state, which receives Classified Information.
- 6) **"Third Party"** means any state including legal entities or individuals under its jurisdiction or international organisation that is not a party to this Agreement.

7) **“Security Clearance”** means the positive determination stemming from a vetting procedure that shall ascertain loyalty and trustworthiness as well as other security aspects of an individual or legal entity in accordance with national laws and regulations.

### **ARTICLE 3 NATIONAL SECURITY AUTHORITIES**

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

In the Czech Republic:

NÁRODNÍ BEZPEČNOSTNÍ ÚŘAD  
(National Security Authority)

In the Swiss Confederation:

EIDGENÖSSISCHES DEPARTEMENT FÜR VERTEIDIGUNG,  
BEVÖLKERUNGSSCHUTZ UND SPORT, GENERALSEKRETARIAT  
VBS INFORMATIONS-UND OBJEKTSICHERHEIT  
(Federal Department of Defence, Civil Protection and Sports,  
Directorate for Information Security and Facility Protection)

2. The National Security Authorities shall provide each other with official contact details.
3. The National Security Authorities shall notify each other of designated security authorities that are also responsible for the application of this Agreement.

**ARTICLE 4  
SECURITY CLASSIFICATION LEVELS**

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

<b>In the Czech Republic</b>	<b>In the Swiss Confederation</b>	<b>Equivalent in English language</b>
PŘÍSNĚ TAJNÉ	<i>no equivalent</i>	TOP SECRET
TAJNÉ	GEHEIM / SECRET / SEGRETO	SECRET
DŮVĚRNÉ	VERTRAULICH / CONFIDENTIEL / CONFIDENZIALE	CONFIDENTIAL
VYHRAZENÉ	INTERN / INTERNE / AD USO INTERNO	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 regulations of the state of the respective Party.

**ARTICLE 6  
RESTRICTIONS ON USE OF CLASSIFIED INFORMATION**

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

**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 the national laws and

- regulations;
- b) inform the Recipient Party of any conditions of release;
  - c) inform the Recipient Party of any subsequent changes in classifications or declassification.
2. The Recipient Party shall:
- a) ensure that Classified Information is marked with equivalent security classification level markings in accordance with Article 4 of this Agreement. Czech Classified Information marked PŘÍSNĚ TAJNÉ shall be marked GEHEIM / SECRET / SEGRETO in the Swiss Confederation;
  - b) afford the same degree of protection to Classified Information as afforded to its national Classified Information of equivalent security classification level. Czech Classified Information marked PŘÍSNĚ TAJNÉ shall be protected as Classified Information marked GEHEIM / SECRET / SEGRETO in the Swiss Confederation;
  - c) ensure that Classified Information is not declassified nor its classification changed, except if authorised in writing by the Originating Party.
3. Parties shall ensure that all security measures shall be applied in accordance with national laws and regulations to provide appropriate protection of Classified Information.

## **ARTICLE 8 SECURITY CO-OPERATION**

1. In order to maintain comparable standards of security, the National Security Authorities shall, on request, inform each other of national security standards, procedures and practices for the protection of Classified Information.
2. On request, the National Security Authorities shall, within the scope of the national laws and regulations, assist each other during the personnel and facility Security Clearance procedures.
3. The Parties shall recognise their Personnel and Facility Security Clearances in accordance with the national laws and regulations. Article 4 of this Agreement shall apply accordingly. On request of the respective National Security Authority, a Swiss Security Clearance granting access to Classified Information marked GEHEIM / SECRET / SEGRETO may be recognised to grant access also to Czech Classified Information marked PŘÍSNĚ TAJNÉ. A Czech Security Clearance granting access to Classified Information marked PŘÍSNĚ TAJNÉ as well as TAJNÉ shall be recognised as granting access to Swiss Classified Information marked GEHEIM / SECRET / SEGRETO.
4. The National Security Authorities shall promptly notify each other about changes in recognised Personnel and Facility Security Clearances especially in cases of their revocation or termination.

**ARTICLE 9**  
**CLASSIFIED CONTRACTS**

1. On request, the National Security Authorities shall confirm that the proposed Contractors of the Classified Contract as well as individuals participating in pre-contractual negotiations or in the implementation of Classified Contracts have appropriate Security Clearances.
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 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 to the National Security Authority of the state of the Party under whose jurisdiction the Classified Contract is to be implemented.

**ARTICLE 10**  
**TRANSMISSION OF CLASSIFIED INFORMATION**

1. Classified Information shall be transmitted through diplomatic or military channels or as otherwise agreed 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. All reproductions and translations of Classified Information shall bear appropriate security classification markings and shall be protected as the original Classified Information. The translations and number of reproductions shall be limited to the minimum needed.
2. All translations shall contain a note in the language of translation indicating that they contain Classified Information of the Originating Party.
3. Classified Information of security classification level SECRET or above shall be translated or reproduced only upon the prior written consent of the Originating Party.
4. Classified Information of security classification level SECRET or above shall not be destroyed but shall be returned to the Originating Party in accordance with the national laws and regulations after it is no longer considered necessary.

5. Classified Information of security classification level CONFIDENTIAL or below shall be destroyed in accordance with the national laws and regulations of the state of the Recipient Party in a way preventing its full as well as partial reconstruction.

## **ARTICLE 12 VISITS**

1. Visits requiring access to Classified Information or to premises where Classified Information is being originated, handled, stored or transmitted are subject to the prior written consent of the respective National Security Authority, unless otherwise agreed between the National Security Authorities.
2. 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.
3. The request for visit shall include:
  - a) first and last name, date and place of birth, nationality and passport/ID card number of every visitor;
  - b) position of the visitor and specification of the facility, which the visitor represents;
  - c) visitor's level of the personnel security clearance and its validity;
  - d) date and duration of the visit; in case of recurring visits 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 including first and last name, official position and/or function of the host/point of contact;
  - g) date, signature and stamping of the official seal of the respective National Security Authority;
  - h) first and last name, official position and/or function of the host.
4. The National Security Authorities may agree on a list of visitors entitled to recurring visits. Further details of the recurring visits are subject to the co-ordination between the National Security Authorities.
5. Classified Information acquired by a visitor shall be considered as Classified Information released under this Agreement.

**ARTICLE 13  
BREACHES OF SECURITY**

1. The Parties shall immediately inform each other in writing of any breach of security resulting in e.g. loss, misappropriation or unauthorised disclosure of Classified Information or suspicion of such a breach.
2. The Party under whose jurisdiction the breach of security occurred shall investigate the incident without delay. The other Party shall, if required, co-operate in the investigation.
3. In any case, the Party under whose jurisdiction the breach of security occurred shall inform the other 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 14  
EXPENSES**

The Parties shall bear their own expenses incurred in the course of the application 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 or international tribunal or Third Party for settlement.

**ARTICLE 16  
FINAL PROVISIONS**

1. This Agreement is concluded for an indefinite period of time. It shall enter into force on the first day of the second month following the date of receipt of the last of notifications between the Parties, through diplomatic channels, 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 mutual consent of the Parties. Such amendments shall enter into force in accordance with 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.

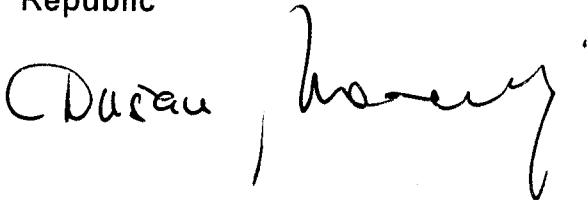


4. Regardless of the termination of this Agreement, all Classified Information released or generated under this Agreement shall be protected in accordance with the provisions set forth herein until the Originating Party dispenses the Recipient Party from this obligation.

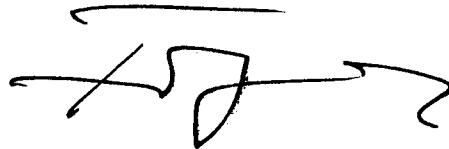
In witness of which, the undersigned, duly authorised to this effect, have signed this Agreement.

Done in Prague on 26<sup>th</sup> January 2011 in two originals, in the Czech, German and English languages, each text being equally authentic. In case of different interpretation the English text shall prevail.

For the Government of the Czech Republic

Handwritten signature of the Czech representative, appearing to be 'Dusek, [unclear]'. The signature is written in black ink and is somewhat stylized.

For the Swiss Federal Council

Handwritten signature of the Swiss representative, appearing to be 'H. J. [unclear]'. The signature is written in black ink and is highly stylized.