

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

The Czech Republic and the Republic of Cyprus, hereinafter referred to as "the Parties", wishing to ensure the protection of all information, which has been classified in accordance with the national laws and regulations of either Party and transmitted to the other Party, have, in mutual respect of 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 Parties, in accordance with the provisions of this Agreement and their national laws and regulations.
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, requires protection against unauthorised disclosure, misappropriation or loss, in accordance with the national laws and regulations of each Party and has been designated as such by a security classification level marking;

"Classified Contract" means a contract, regulating enforceable rights and obligations between the Contractors, the performance of which involves access to Classified Information or generating of Classified Information;

"Contractor" means an individual, a legal entity or an organizational unit, which has legal capacity to conclude contracts;

"Originating Party" means the Party, including legal entities or individuals under its jurisdiction, which releases Classified Information;

"Recipient 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 for the implementation of this Agreement are:

In the Czech Republic:
Národní bezpečnostní úřad
(National Security Authority)

In the Republic of Cyprus:
Εθνική Αρχή Ασφαλείας
(National Security Authority)

2. The National Security Authorities shall provide each other with official contact details.

ARTICLE 4
SECURITY CLASSIFICATION LEVELS

The equivalence of security classification level markings is as follows:

In the Czech Republic	In the Republic of Cyprus	In English language
PŘÍSNĚ TAJNÉ	ΑΚΡΩΣ ΑΠΟΡΡΗΤΟ	TOP SECRET
TAJNÉ	ΑΠΟΡΡΗΤΟ	SECRET
DŮVĚRNÉ	ΕΜΠΙΣΤΕΥΤΙΚΟ	CONFIDENTIAL
VYHRAZENÉ	ΠΕΡΙΟΡΙΣΜΕΝΗΣ ΧΡΗΣΗΣ	RESTRICTED

ARTICLE 5
ACCESS TO CLASSIFIED INFORMATION

Access to Classified Information exchanged or generated under this Agreement shall be limited only to individuals duly authorised in accordance with the national laws and regulations of the Recipient Party.

ARTICLE 6
RESTRICTIONS ON USE OF CLASSIFIED INFORMATION

1. The Recipient Party shall not release Classified Information exchanged or generated under this Agreement to any 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 level markings in accordance with its national laws and regulations;
 - b) inform the Recipient Party of any release restrictions of Classified Information;
 - c) inform the Recipient Party 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 markings in accordance with Article 4 of this Agreement;
 - b) afford the same degree 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, 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, 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 of both Parties shall, in accordance with their 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 their national laws and regulations. Article 4 of this Agreement shall apply accordingly.

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.
5. The co-operation under this Agreement shall be effected in the English language.

ARTICLE 9

CLASSIFIED CONTRACTS

1. On request, the National 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 security clearances.
2. The National Security Authorities may request that a security inspection is carried out at a facility, which is sited in the territory of either the Originating or the Recipient Party, to ensure continuing compliance with security standards according to the national laws and regulations of this Party.
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 Party under whose jurisdiction the Classified Contract is to be implemented.

ARTICLE 10

TRANSMISSION AND RECEIPT OF CLASSIFIED INFORMATION

1. Classified Information shall be transmitted and received in accordance with the national laws and regulations of the respective Party, as agreed between the National Security Authorities.
2. The Parties may transmit Classified Information by electronic means in accordance with security procedures approved by and agreed between the National Security Authorities.

ARTICLE 11

REPRODUCTION, TRANSLATION AND DESTRUCTION OF CLASSIFIED INFORMATION

1. Reproductions and translations of Classified Information shall be done in accordance with the national laws and regulations of either Party, shall bear appropriate security classification level 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 / ΑΚΡΩΣ ΑΠΟΡΡΗΤΟ / TOP SECRET shall be translated or reproduced only upon the prior written consent of the Originating Party.
4. Classified Information marked as PŘÍSNĚ TAJNÉ / ΑΚΡΩΣ ΑΠΟΡΡΗΤΟ / TOP SECRET shall not be destroyed and shall be returned to the Originating Party on its request.
5. Subject to Paragraph 4, Classified Information shall be destroyed in accordance with the national laws and regulations of the Parties, in such a manner as to eliminate its partial or total reconstruction.

ARTICLE 12 VISITS

1. Visits requiring access to Classified Information 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 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 level of the 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 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 National Security Authority.
4. The 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 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 a breach of security resulting in loss, misappropriation or unauthorised disclosure of Classified Information or suspicion of such a breach.
2. The competent security authorities of the Party, in the territory of which the breach has occurred, shall investigate the incident without delay. The competent security authorities of the other Party shall, if required, co-operate in the investigation.
3. In any case, the Party, in the territory of which the breach has occurred, shall inform the other Party in writing about the circumstances of the breach, the extent of the damage, the measures adopted for its mitigation and the outcome of the investigation.
4. In the case when a breach occurs in the territory of a third state, the Recipient Party shall take actions referred to in Paragraphs 1, 2 and 3.

ARTICLE 14 EXPENSES

The Parties shall bear their own expenses incurred in the course of the implementation of this Agreement.

ARTICLE 15 INTERPRETATION AND DISPUTES

1. Any dispute regarding the interpretation or application of this Agreement shall be settled by negotiation between the National Security Authorities and shall not be referred to any national or international tribunal or Third Party for settlement.
2. If the settlement of a dispute can not be reached in the manner referred to in Paragraph 1, such dispute shall be settled through diplomatic channels.

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 of notifications between the Parties, through diplomatic

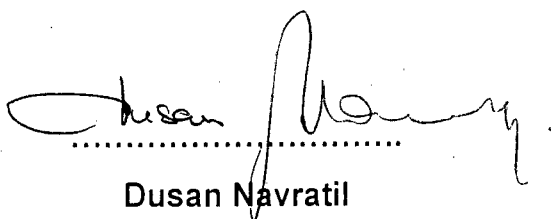
channels, provided that the internal legal procedures for this Agreement to enter into force have been fulfilled.

2. This Agreement may be amended on the basis of the mutual consent of the 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 exchanged 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 Nicosia on 09 June 2011 in two original sets, in the Czech, Greek and English languages, each text being equally authentic. In case of different interpretation the English text shall prevail.

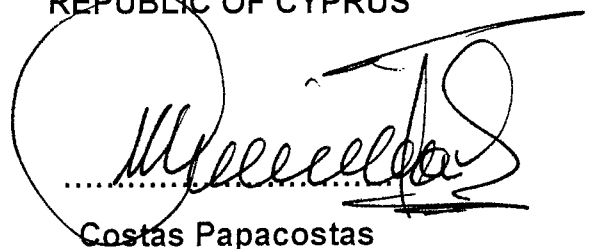
ON BEHALF OF THE
CZECH REPUBLIC



.....

Dusan Navratil
Director of National Security
Authority

ON BEHALF OF THE
REPUBLIC OF CYPRUS



.....

Costas Papacostas
Minister of Defence