

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

The Czech Republic and the Republic of Estonia, hereinafter referred to as "the Parties", 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 Parties or between legal entities or individuals under their jurisdiction.
2. This Agreement shall be applied to any contract or agreement as well as any other co-operation between the Parties or between legal entities or individuals under their jurisdiction involving Classified Information.

ARTICLE 2
DEFINITIONS

For the purpose of this Agreement:

- a) "**Classified Information**" means any information that, regardless of its form, under the national laws and regulations of either Party, requires protection against unauthorised disclosure, misappropriation or loss, and has been designated as such.
- b) "**Classified Contract**" means a contract that contains or involves access to Classified Information.
- c) "**Originating Party**" means the Party including legal entities or individuals under its jurisdiction, which has created and releases Classified Information.
- d) "**Recipient Party**" means the Party including legal entities or individuals under its jurisdiction, which receives Classified Information of the Originating Party.
- e) "**Third Party**" means any state including legal entities or individuals under its jurisdiction or international organisation not being a party to this Agreement.
- f) "**National Security Authority**" means the state authority responsible for the application and supervision of this Agreement.
- g) "**Competent Authority**" means the National Security Authority or any other state authority, which, under national laws and regulations, is responsible for the application of this Agreement.
- h) "**Personnel Security Clearance**" means the determination by a Competent

Authority that an individual is eligible to have access to Classified Information in accordance with the national laws and regulations.

i) “**Facility Security Clearance**” means the determination by a Competent Authority that a legal entity or individual is capable to protect the Classified Information in accordance with the national laws and regulations.

**ARTICLE 3
COMPETENT AUTHORITIES**

1. The National Security Authorities of the Parties are:

In the Czech Republic:

Národní bezpečnostní úřad

In the Republic of Estonia:

Riigi julgeoleku volitatud esindaja osakond

Kaitseministeerium

2. The National Security Authorities shall provide each other with official contact details.
3. The Parties shall notify each other through diplomatic channels of any subsequent changes of their National Security Authorities stated in paragraph 1.
4. The National Security Authorities shall notify each other of any other Competent Authority that is responsible for the application of this Agreement.

**ARTICLE 4
SECURITY CLASSIFICATION LEVELS**

The equivalence of security classification levels is as follows:

In the Czech Republic	In the Republic of Estonia
PŘÍSNĚ TAJNÉ	TÄIESTI SALAJANE
TAJNÉ	SALAJANE
DŮVĚRNÉ	KONFIDENTSIAALNE
VYHRAZENÉ	PIIRATUD

ARTICLE 5
ACCESS TO CLASSIFIED INFORMATION

Access to Classified Information released under this Agreement shall be limited only to individuals who are duly authorised in accordance with the national laws and regulations of the Recipient Party to have access to Classified Information of the equivalent security classification level and who need access to that Classified Information in the scope of an official position and for the performance of a specific task.

ARTICLE 6
SECURITY PRINCIPLES

1. The Originating Party shall:
 - a) ensure that Classified Information to be released is marked with appropriate security classification markings in accordance with its national laws and regulations;
 - b) inform the Recipient Party of any additional release conditions of Classified Information;
 - c) inform the Recipient Party of any subsequent changes in classification or declassification of the released Classified Information.

2. The Recipient Party shall:
 - a) ensure that Classified Information is marked with equivalent security classification level in accordance with Article 4 of this Agreement;
 - b) afford at least 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 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 additional release conditions of the Originating Party.

ARTICLE 7
SECURITY CO-OPERATION

1. In order to maintain comparable standards of security, the National Security Authorities shall inform each other of the national laws and regulations concerning protection of Classified Information and of any significant amendments thereto and of the practices stemming from their implementation.

2. On request, the Competent Authorities shall, in accordance with the national laws and regulations, assist each other during the Personnel Security Clearance procedures and Facility Security Clearance procedures.

3. The Parties shall recognise their Personnel Security Clearances and Facility Security Clearances in accordance with the 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 Security Clearances 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 8
CLASSIFIED CONTRACTS

1. On request, the National Security Authorities shall issue a written confirmation that the proposed contractor has been issued a valid Facility Security Clearance or the relevant proceedings have been initiated and the individuals participating in pre-contractual negotiations or in the application of Classified Contracts are eligible to have access to Classified Information.
2. The National Security Authorities may request that a security inspection is carried out at a facility located on the territory of the other Party to ensure continuing compliance with the national laws and regulations concerning protection of Classified Information.
3. Classified Contracts shall contain provisions on the security requirements and on the security classification level of the information to be transmitted or generated. A copy of the provisions shall be forwarded to the National Security Authority of the Party under whose jurisdiction the Classified Contract is to be applied.
4. The Contractor's obligations to protect the Classified Information shall refer, at least, to the following:
 - a) disclosure of Classified Information exclusively to persons who are authorised in accordance with the national laws and regulations to have access to Classified Information of the equivalent security classification level and who need access to that Classified Information in the scope of an official position and for the performance of a specific task;
 - b) transmission of Classified Information by the means in accordance with this Agreement;
 - c) the procedures for communicating any changes that may arise in respect of Classified Information;
 - d) usage of Classified Information under the Classified Contract only for the purposes related to the subject of the contract;

e) strict adherence to the provisions of this Agreement related to the procedures for handling of Classified Information;

f) the obligation to notify the Contractor's National Security Authority of any Breach of Security related to the Classified Contract;

g) release of Classified Information related to the Classified Contract to any Third Party only upon prior written consent of the Originating Party.

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 National Security Authorities. The receipt of Classified Information shall be acknowledged in writing.
2. The Parties may transmit Classified Information by electronic means in accordance with the security procedures approved by the National Security Authorities.
3. If necessary, the security and police services of the Parties may, in accordance with the national laws and regulations, exchange operative and intelligence information directly with each other.

ARTICLE 10

REPRODUCTION, TRANSLATION AND DESTRUCTION OF CLASSIFIED INFORMATION

1. Reproductions and translations 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. 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 TAJNÉ / SALAJANE and above shall be reproduced only upon the prior written consent of the Originating Party.
4. Classified Information marked as PŘÍSNĚ TAJNÉ / TÄIESTI SALAJANE shall not be destroyed and shall be returned to the Originating Party.
5. In case of a crisis situation in which it is impossible to protect or return Classified Information it shall be destroyed immediately. The Recipient Party shall inform the National Security Authority of the Originating Party about this destruction as soon as possible.

**ARTICLE 11
VISITS**

1. Visits requiring access to Classified Information are subject to the prior written consent of the Competent Authority of the host Party, unless otherwise agreed between the National Security Authorities.
2. Requests for visit shall be submitted to the Competent Authorities at least ten days in advance of the starting date of the visit. In urgent cases, the request for visit may be submitted at a shorter notice, subject to prior co-ordination between the Competent 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 Competent Authority.
4. The Competent Authorities may agree on a list of visitors entitled to recurring visit. The Competent 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
BREACHES OF SECURITY**

1. The Competent Authorities of the Recipient Party shall immediately inform the National Security Authority of the Originating Party 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 Authorities of the Recipient Party shall investigate the incident without delay. The Competent 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**

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

**ARTICLE 14
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.

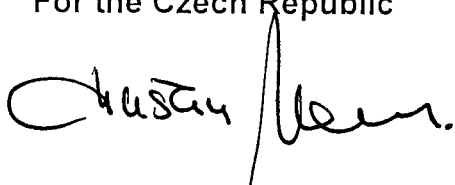
**ARTICLE 15
FINAL PROVISIONS**

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, 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 Parties. Such amendments shall enter into force in accordance with paragraph 1.
3. Each Party 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.
5. On the date of entry into force of this Agreement the Security Agreement on Protection of Classified Information between the Government of the Republic of Estonia and the Government of the Czech Republic, done in Tallinn on 29 July 2003, is terminated.

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

Done in Brussels on 12 October 2011 in two originals, in the Czech, Estonian and English languages, each text being equally authentic. In case of different interpretation the English text shall prevail.

For the Czech Republic



For the Republic of
Estonia

