

**AGREEMENT  
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF  
BULGARIA AND THE CABINET OF MINISTERS OF UKRAINE  
ON MUTUAL PROTECTION AND PRINCIPLES OF  
EXCHANGE OF CLASSIFIED INFORMATION**

The Government of the Republic of Bulgaria and the Cabinet of Ministers of Ukraine (hereinafter referred to as the "Parties"),

Having agreed to hold talks on political and security-related issues and to broaden and tighten their political, military and economic co-operation,

Being aware of the changes in the political situation in the world and recognising the important role of their mutual co-operation for the stabilisation of peace, international security and mutual confidence,

Realising that good co-operation may require exchange of classified information between the Parties,

Confirming the fact that this agreement will not affect the responsibilities of the Parties under other international agreements, signed by the Parties and will not be used against the interests, security and territorial integrity of other states,

Desiring to create a set of rules regulating the mutual protection of classified information applicable to any future co-operation agreements and classified contracts, which will be implemented between the Parties, containing or involving classified information,

Have agreed as follows:

**Article 1  
Objective**

- (1) The objective of this Agreement is to ensure protection of classified information that is exchanged or created in the process of co-operation of the Parties.
- (2) The decision on transfer or exchange of classified information shall be adopted in accordance with national legislation of the Parties.

**Article 2  
Definitions**

For the purpose of this Agreement:

- (1) "**Classified information**" means information defined as such by national legislation of the Parties.
- (2) "**Unauthorised access to classified information**" means disclosure, misuse, change in, damage, submission, destruction of classified information, as well as any other acts, resulting in breach of protection or loss of such information. Shall also be deemed unauthorised access any failure to classify information by affixing the

corresponding security mark or any incorrect classification, as well as any act or inaction that has resulted in making the information known to a person not holding the requisite authorisation or confirmation to that effect;

(3) **"Classified material"** means any carrier of classified information regardless of its physical form or characteristic.

(4) **"Security classification level"** means category, which characterises importance of classified information, level of restriction of access to it and level of its protection by the Parties and also category on the basis of which information is marked;

(5) **"Classification marking"** means a mark on any classified material which shows the level of classification;

(6) **"Security standards"** means totality of standards and rules in force the States of the Parties, and totality of obligatory measures and activities on its use that regulate access to classified information aimed on exclusion of unauthorised access to it;

(7) **"Security clearance"** means a positive determination stemming from an investigative procedure that shall ascertain loyalty and trustworthiness of a person or entity as well as other security aspects in accordance with the national legal regulations. Such determination enables to grant the person or entity access and allow them to handle classified information on a certain level without security risk.

(8) **"Originating Party"** means the Party initiating classified information as represented by its Competent Authority or organisation;

(9) **"Receiving Party"** means the Party to which classified information is transmitted as represented by its Competent Authority or organisation;

(10) **"Organisation"** means legal or physical entity that takes part in relevant co-operation activities or in implementation of contracts to which this Agreement will be applied;

(11) **"Competent Authority"** means the authority which in compliance with the national legislation of the respective Party performs the State policy for the protection of classified information, exercises overall control in this sphere as well as conducts the implementation of this Agreement, and is determined as such in Article 5 of this Agreement;

(12) **"Classified Contract"** means an agreement between two or more organisations, which contains or provides for access to classified information;

(13) **"Contractor"** means legal or physical entity - Party to a classified contract under the provisions of the present Agreement and national legislation.

(14) **"Third party"** means any subject that is not authorised to perform a activity under this Agreement.

### Article 3 Classification Markings

The Parties agree that the following classification markings are equivalent and correspond to the security classification levels specified in the national legislation of the respective Party:

Republic of Bulgaria	English equivalent	Ukraine
СТРОГО СЕКРЕТНО	TOP SECRET	ОСОБЛИВОЇ ВАЖЛИВОСТІ
СЕКРЕТНО	SECRET	ЦІЛКОМ ТАЄМНО
ПОВЕРИТЕЛНО	CONFIDENTIAL	ТАЄМНО

#### Article 4 Protection measures

(1) In compliance with this Agreement and their national legislation, the Parties shall implement all appropriate measures for protection of classified information, which is a subject to transfer or exchange between them. The same level of protection shall be ensured for such classified information as it is provided for the national classified information, with the corresponding security classification level.

(2) The Parties shall in due time inform each other about any changes in their national legislation which could affect the implementation of this Agreement. In such cases, the Parties shall inform each other in compliance with Paragraphs 3 and 4 of Article 5 of this Agreement in order to discuss possible amendments to this Agreement. Meanwhile, the classified information shall be protected according to the provisions of the Agreement, unless otherwise agreed in writing.

(3) No one shall have access to classified information on the single grounds of their rank, official position or security clearance. Access to classified information shall be limited only to those persons who have security clearance in accordance with the national legislation of the respective Party and whose official duties require such access in accordance with the "need-to-know" principle.

(4) The Receiving Party is obligated:

- a) not to disclose classified information to third party without a prior written consent of the Originating Party;
- b) to afford classified information a security classification level equivalent to that provided by the Originating Party;
- c) not to use classified information for purposes other than those it has been provided for.

(5) The Originating Party shall ensure that the Receiving Party is informed of:

- a) classification markings of information and any conditions of release or limitation on its use, and that information is so marked;
- b) any subsequent change in security classification levels

(6) If any other Agreement concluded between the Parties contains stricter regulations regarding the exchange or protection of classified information, these regulations shall apply.

(7) The Parties shall ensure within the territory of their own states necessary inspections and checks of compliance with the rules of protection of classified information.

## **Article 5**

### **Competent Authorities**

(1) The Competent Authorities of the states of the Parties are:

For the Republic of Bulgaria: State Commission for Information Security.

For Ukraine: The Security Service of Ukraine.

(2) The Competent Authorities shall provide each other with their official requisites.

(3) The Competent Authorities shall inform each other of the legislation in force on their respective territories regulating the protection of classified information.

(4) In order to ensure close co-operation in the implementation of the present Agreement, the Competent Authorities may hold consultations at the request made by one of them and sign executive documents in relation with this Agreement.

(5) In order to achieve and maintain comparable standards of security, the respective Competent Authorities shall, on request, provide each other with information about the security standards, procedures and practices for protection of classified information employed by the respective Party.

## **Article 6**

### **Transmission of Classified Information**

(1) When the Originating Party intends to transmit classified information to an organisation of the Receiving Party or entrusts its organisation to do it the Originating Party shall request in advance the Competent Authority of the Receiving Party for confirmation that the organisation of the Receiving Party has been granted access to classified information of necessary classification level. This confirmation must contain obligations to ensure that the protection measures are in conformity with the provisions of the national legislation of the Receiving Party. The Competent Authority of the Receiving Party controls these measures.

(2) The Competent Authority of the Originating Party shall ensure that all classified information transmitted or created within the framework of a contract shall be marked with classification markings.

(3) The Competent Authority of the Receiving Party shall ensure that a receiving organisation handles classified information of the other Party like one with equal classification level of its own State.

(4) The Parties shall ensure that classified contract is concluded and works covered by the requirements of protection of classified information are commenced only after necessary measures for protection of classified information are taken by the contractor.

(5) Classified information shall be transmitted from one state to the other as a rule through diplomatic channels. The Receiving Party shall confirm the receipt of classified information.

(6) The Competent Authorities may in concrete case agree that classified information shall, upon fulfilment of conditions stated in Paragraph 7 of this Article, be transmitted in other way without using of diplomatic channels when its using would unreasonably complicate the transmission.

(7) In the cases specified in Paragraph 6 of this Article it is necessary that:

- a) a person who carries out transportation, has been security cleared for access to classified information of appropriate classification level;
- b) organisation which carries out sending shall have the list of transmitted classified information (one copy of this list shall be handed over to the organisation of the Receiving Party for further transmission to the Competent Authority of the Receiving Party);
- c) package of classified information shall be made in accordance with the rules stated for transportation within the territory of the State of the Originating Party;
- d) transmission of classified information shall be confirmed by the receipt of the organisation of the Receiving Party specifying its reception;
- e) persons who carry out transportation shall have courier certificates issued by the relevant national authority.

(8) In case of necessity the Competent Authorities shall in concrete case specify the method of transportation, route and accompanying guard for classified materials of considerable volume.

(9) Classified information may be transferred also through protected telecommunication systems, networks and electromagnetic means, approved by the Competent Authorities and holding duly issued certificate according to the national legislation of either Party.

#### **Article 7**

##### **Classification markings**

(1) The Receiving Party shall mark the classified information of the state of the Originating Party with appropriate classification marking in accordance with Article 3 of this Agreement.

(2) Classified information created jointly shall be marked by the Party within territory of which this information has been created. For the provisions of this Agreement "the Originating Party" means the Party which has marked classified information created jointly.

(3) Copies and translations of classified information of the Originating Party shall be marked with the same classification markings as the original copies and shall be handled as originals.

(4) Classified information being created in the State of the Receiving Party on the basis of classified information (or part of it) transferred by the Originating Party shall be marked with the corresponding classification marking which is not lower than the classification marking of the transferred classified information.

#### **Article 8**

##### **Changes and cancellation of classification level**

(1) Only the Originating Party is authorised to change or cancel classification levels of transferred classified information. Changes and cancellation of classification level of

jointly created classified information shall be made upon common consent of the Parties.

(2) The Parties pledge themselves to inform each other about all further changes in classification as well as in formal marking of classified information.

#### Article 9

##### Translation, reproduction, destruction

(1) Classified documents marked with a classification level СТРОГО СЕКРЕТНО / TOP SECRET/ ОСОБЛИВОЇ ВАЖЛИВОСТІ shall be translated or copied only by written permission of the Originating Party.

(2) All translations of classified information shall be made by individuals who have appropriate security clearance. Such translation shall bear an equal security classification marking.

(3) When classified information is reproduced, all original security markings thereon shall also be reproduced or marked on each copy. Such reproduced information shall be placed under the same control as the original information. The number of copies shall be limited to that required for official purposes.

(4) Classified materials shall be destroyed or modified insofar as to forestall its reconstruction in whole or in part.

(5) Classified materials bearing classification marking СТРОГО СЕКРЕТНО / TOP SECRET/ ОСОБЛИВОЇ ВАЖЛИВОСТІ shall not be destroyed. It shall be returned to the Originating Party.

(6) The Originating Party may expressly prohibit reproduction or destruction of classified materials by relevant marking or sending subsequent written notice.

#### Article 10

##### Classified Contracts

(1) Classified contracts shall be concluded and implemented in accordance with national legislation of the Parties and under provided that relevant security clearance has been issued.

(2) A security annex shall be an integral part of each classified contract or sub-contract. In this annex, the contractor or the Originating Party shall specify which classified information will be released to the Receiving Party, and which corresponding classification level has been assigned to this information.

(3) The measures in place for the protection of classified information as well as the procedure for assessment of and indemnification for possible losses caused to the contractors by unauthorised access to classified information should be specified in more detail in the respective classified contract.

#### Article 11

##### Visits

(1) The prior approval of the Competent Authority of the host Party shall be required in respect of visitors if access to classified information or premises where classified information is produced, processed or stored is necessary.

(2) Request concerning carrying out the visit shall be forwarded in written form to the Competent Authority of the Party which territory shall be visited with the rules in force on its territory.

(3) The request for visit shall contain the following information:

- a) name of the visitor, date and place of birth, passport (ID card) number;
- b) citizenship of the visitor;
- c) position title of the visitor and name of the organisation he represents;
- d) security clearance of the visitor of appropriate classification level;
- e) purpose, proposed working program and planned date of the visit;
- f) names of organisations and facilities requested to be visited;
- g) if known, names of persons to be visited.

(4) The Competent Authorities of both Parties shall ensure the adherence to the requirements for protection of personal data of the visitor, according to the national legislation and the respective applicable international provisions.

#### **Article 12**

##### **Breaches of the rules of mutual protection of classified information**

(1) In case of a breach of security that results in real or possible unauthorised access to or disclosure of information, originated or received from the other Party, the Competent Authority in whose state a breach of security, occurred shall immediately inform the Competent Authority of the other Party and carry out the appropriate investigation. The other Party shall, if required, co-operate in the investigation.

(2) The Originating Party shall be informed of the results of the investigation, measures adopted to prevent recurrence of the breaches, and shall receive the final report on the reasons and extent of damage caused.

#### **Article 13**

##### **Expenses**

Each Party shall bear the expenses incurred in the course of implementing its obligations under this Agreement.

#### **Article 14**

##### **Dispute resolution**

(1) All vexed questions regarding interpretation or application of provisions of this Agreement shall be resolved by representatives of the Parties through negotiations without referring to any third jurisdiction.

(2) The negotiations under Paragraph 1 of this Article shall not prejudice the fulfilment of both Parties obligations under this Agreement.



### **Article 15 Consultations**

Each Party shall allow the representatives of the Originating Party, determined by the common consent to carry out visit to the territory of its state in order to discuss the methods and means of protection of classified information. Each Party shall support such representatives to find out whether classified information transmitted by the other Party is protected accordingly.

### **Article 16 Final provisions**

(1) This Agreement is concluded for an indefinite period of time and enters into force on the date of receiving the last written notification on the fulfilment by the Parties of all internal legal procedures necessary for its entry into force.

(2) Each Party may terminate this Agreement by written notification forwarded to the other Party. The termination shall enter into force six months after the date of receipt of the aforementioned notification. Notwithstanding the termination of this Agreement, all classified information transferred pursuant to this Agreement shall continue to be protected in accordance with the provisions set forth in this Agreement, until the Originating Party dispenses the Receiving Party from this obligation.

(3) This Agreement may be supplemented on the basis of the mutual written consent by both Parties. Such amendments shall become an integral part of this Agreement and shall enter into force in accordance with Paragraph 1 of this Article.

Done at *Kiev* on *21.05* 2004 in two original copies, each in the Bulgarian, Ukrainian and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

**On behalf of the Government of the  
Republic of Bulgaria**



**On behalf of the Cabinet of  
Ministers of Ukraine**

