

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF BULGARIA

AND

THE GOVERNMENT OF THE KINGDOM OF NORWAY

ON MUTUAL PROTECTION

OF EXCHANGED CLASSIFIED INFORMATION

The Government of the Republic of Bulgaria, and The Government of the Kingdom of Norway, hereinafter called "the Parties",

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, involving Classified Information,

have agreed upon the following:

Article 1 OBJECTIVE AND SCOPE

(1) The objective of this Agreement is to ensure protection of Classified Information that is exchanged or created in the process of co-operation between the Parties. The decision on transfer or exchange of Classified Information shall be adopted in accordance with the national legislation of the Parties. This Agreement shall govern any activities, and form an integral part of any contract or agreement, between the Parties involving Classified Information.

(2) This Agreement may not be invoked by either Party to obtain Classified Information that the other Party has received from a third party.

Article 2 DEFINITIONS

For the purposes of this Agreement:

(1) "Classified Information" means information in whatever form, nature or method of transmission either manufactured or in process of

manufacture to which a security classification level has been attributed and which, in the interest of the national security and in accordance with the national legislation, require protection against unauthorized access or destruction.

(2) **"Classified contract"** means an agreement between two or more contractors, creating and defining their enforceable rights and obligations, which contains or provides for access to Classified Information.

(3) **"Contractor"** means an individual or a legal entity possessing the legal capability to conclude contracts, and a party to a Classified contract.

(4) **"Breach of security"** means an act or an omission contrary to the national security regulations, which results or may result in an unauthorized access to Classified Information under this Agreement.

(5) **"Unauthorized access to Classified Information"** means any form of disclosure of Classified Information, including misuse, damage, submission, as well as any other actions or inactions, resulting in breach of protection or loss of such information.

(6) **"Security clearance"** means a positive determination following 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 legislation. Such determination enables to grant the person or entity access and allow them to handle Classified Information on a certain level without security risk.

(7) **"Need to know"** means that access to Classified Information may only be granted to a person if that access is deemed necessary in connection with his/her official duties, within the framework of which the information was released to the receiving Party.

(8) **"Security classification level"** means category, which characterizes 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;

(9) **"Classification marking"** means a mark on any classified material, which shows the security classification level.

(10) "**Originating Party**" means the Party under whose authority the information has been created;

(11) "**Receiving Party**" means the Party to which Classified Information is transmitted;

(12) "**Organization**" means an individual or a legal entity that takes part in relevant co-operation activities or in implementation of contracts to which this Agreement will be applied;

(13) "**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 6 of this Agreement;

(14) "**Third party**" means a state or an international organization, which is not a party to this Agreement or an individual or a legal entity, which does not respond to the respective national requirements of access to Classified Information, including the "need to know" principle.

(15) "**Security assurance**" means a description, provided by the Competent Authority, of a potential contractor's ability to protect Classified Information at RESTRICTED level.

Article 3 MUTUAL SECURITY PROTECTION

(1) In accordance with their national legislation, both Parties shall take appropriate measures to protect Classified Information, which is transmitted, received or generated as a result of any agreement or relation between the Parties. The Parties will afford to all of the transmitted, received or generated Classified Information the same degree of security protection as is provided to their own Classified Information of equivalent level of classification, as defined in Article 5.

(2) Each Party shall supervise the observance of national legislation at the individual or legal entities within their jurisdiction that possess, develop, produce and/or use Classified Information of the other Party, by means of, inter alia, review visits.

Article 4

PROTECTION MEASURES

(1) 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 2 and 3 of Article 6 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.

(2) No one shall have access to Classified Information on the single grounds of his/her 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.

(3) Within the scope of this Agreement the Parties shall recognize the validity of Personnel and Facility Security Clearances issued in accordance with the national legislation of the other Party. The equivalence of the security classification levels to which the security clearances allow access shall be in compliance with Article 5 of this Agreement.

(4) The Competent Authorities shall provide each other with information about any changes of the Personnel and Facility Security Clearances, particularly concerning cases of their withdrawal or downgrading of the security classification level to which they allow access.

(5) The Parties shall not disclose Classified Information under this Agreement to any third party without prior written consent of the originating Party. Received Classified Information from one Party to the other Party shall be used for the specified purpose for which it has been transmitted only.

Article 5

SECURITY CLASSIFICATION LEVELS AND MARKINGS

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

| BULGARIA | Equivalent | NORWAY |
|-------------------------|-------------------|---------------|
| СТРОГО СЕКРЕТНО | TOP SECRET | STRENGT |
| СЕКРЕТНО | SECRET | HEMMELIG |
| ПОВЕРИТЕЛНО | CONFIDENTIAL | KONFIDENSIELT |
| ЗА СЛУЖЕБНО ПОЛЗВАНЕ | RESTRICTED | BEGRENSET |

(2) The receiving Party and/or its organizations shall neither use a lower security classification level for received Classified Information, nor declassify that information without the prior written consent of the originating Party. The originating Party shall inform the receiving Party of any changes in security classification of the exchanged information.

(3) Classified Information created jointly shall be marked by the Party within territory of which this information has been created. Changes in the classification level or declassification of jointly created Classified Information shall be made upon common consent of the Parties.

(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.

(5) The receiving Party shall mark the received Classified Information with its own equivalent security classification.

Article 6 COMPETENT AUTHORITIES

(1) The Competent Authorities of the Parties are:

In the Republic of Bulgaria:
State Commission on Information Security
Angel Kanchev 1 Str.
1040 Sofia

In the Kingdom of Norway:
Norwegian National Security Authority
Postboks 14
1306 Bærum postterminal

(2) The Competent Authorities shall inform each other of the legislation in force on their respective territories regulating the protection of Classified Information.

(3) In order to ensure close co-operation in the implementation of this Agreement, the Competent Authorities may hold consultations at the request made by one of them.

(4) In order to achieve and maintain comparable standards of security, the respective Competent Authorities shall, on request, provide each other with information about its security organization, the security standards, procedures and practices for protection of Classified Information employed by the respective Party and facilitate joint visits in both countries by certified officials. Both Parties shall agree upon such visits.

Article 7

TRANSLATION, REPRODUCTION AND DESTRUCTION

(1) Classified Information marked with a security classification level **CTΠΟΓΟ CEKPETHO / TOP SECRET / STRENGT HEMMELIG** shall be translated or reproduced only by written permission of the Competent Authority 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 Information of **CTΠΟΓΟ CEKPETHO / TOP SECRET / STRENGT HEMMELIG** security classification level shall not be

destroyed. It shall be returned to the Competent Authority of the Originating Party.

(5) Classified Information classified CEKPETHO/ SECRET / HEMMELIG or below can be destroyed by the receiving Party. The information shall be destroyed or modified insofar as to prevent its reconstruction in whole or in part.

(6) The Originating Party may expressly prohibit reproduction, alteration or destruction of Classified Information by marking the relevant carrier of Classified Information or sending subsequent written notice. If destruction of the Classified Information is prohibited, it shall be returned to the Competent Authority of the Originating Party.

(7) In case of a situation, which makes it impossible to protect and return Classified Information generated or transferred according to this Agreement, the Classified Information shall be destroyed immediately. The Receiving Party shall notify the Competent Authority of the Originating Party about the destruction of the Classified Information as soon as possible.

Article 8

VISITS

(1) Visits involving access to Classified Information or to premises where such information is created, handled or stored, or where classified projects are carried out, will only be granted by one Party to visitors from the country of the other Party if a prior written permission issued in accordance with the national legislation of the receiving Party has been obtained. Such permission will only be granted to persons who have been security cleared and have a "need to know".

(2) The Competent Authority of the sending Party shall notify the Competent Authority of the receiving Party of expected visitors at least three -3- weeks prior to the planned visit.

(3) The visit request shall include:

- a. A visitor's surname, name, place and date of birth, nationality and employer, passport or other identity documents of the visitor.

- b. Certification of the visitor's security clearance of appropriate security classification level.
- c. Position title of the visitor and the name of the organization he/she represents.
- d. Object and purpose of the visit or visits, proposed working program. (The indications must be accurate and sufficiently detailed. General indications and abbreviations are to be avoided.)
- e. Expected date and duration of the requested visit or visits.
- f. Point of contact at the establishment/facility to be visited, previous contacts and any other information useful to determine the justification of the visit or visits.

(4) The request will be submitted:

- a. Through the Embassy of the Sending country in the Host country.
- b. Other procedures may be used if agreed upon by the two Competent Authorities.

(5) The validity of visit authorizations shall not exceed twelve - 12 - months.

(6) The Classified Information exchanged during a visit shall have the same degree of protection and classification level as that of the originating Party.

Article 9

CLASSIFIED CONTRACTS

(1) Classified Contracts shall be concluded and implemented in accordance with the national legislation of the respective Party. Upon request the Competent Authority of each Party shall provide information whether the potential Contractor has a facility security clearance corresponding to the required security classification level and has implemented appropriate security arrangements to ensure the protection of Classified Information. If the potential Contractor does not hold a facility security clearance, the Competent Authority may request for the Contractor to be cleared. For RESTRICTED level the Parties will provide a security assurance, as defined in Article 2.

(2) A security section or an annex shall be an integral part of every Classified Contract or sub-contract. In this section or annex it shall be

specified which Classified Information will be released to the Contractor or generated as a result of the implementation of the Contract, and which corresponding security classification level has been assigned to this information, as well as the minimum security measures to be applied for the protection of the Classified Information.

(3) The Classified Contract shall implement the minimum standards and the security measures for the protection of Classified Information, in accordance with the national legislation of the Parties and provisions of this Agreement.

(4) The Competent Authority, in whose country the work is to be performed, shall assume responsibility for prescribing and administering security measures for the contract under the same standards and requirements that govern the protection of its own classified contracts.

(5) Sub-contractors interested in classified subcontracts, shall be submitted in advance by the contractor to the Competent Authority, or other relevant authority in accordance with the national legislation of the Parties, for issuance of the necessary security clearances or assurances. The sub-contractor must fulfill the same security obligations as have been set for the contractor.

(6) Notification of any classified project, agreement, contract or sub-contract shall be forwarded in advance to the Competent Authority of the country where the project is to be performed.

(7) Two -2- copies of the security section of any classified contract shall be forwarded to the Competent Authority in whose country the work is to be performed.

(8) Prior to release to either Party's contractors or potential contractors of any Classified Information received from the other Party, the receiving Party shall:

- a. Ensure that such contractors or potential contractors and their facilities have the capability to protect the Classified Information adequately.
- b. Grant an appropriate facility security clearance to the relevant contractors.
- c. Grant an appropriate personnel security clearance for all personnel whose duties require access to the Classified Information.

- d. Ensure that all persons having access to Classified Information are informed of their responsibilities to protect the Classified Information in accordance with applicable laws.
- e. Carry out periodic security inspections of relevant cleared facilities.

Article 10

COMMUNICATIONS AND TRANSMISSIONS

- (1) Classified Information shall normally be physically transmitted between the Parties through their respective diplomatic channels. The Receiving Party shall confirm in writing receipt of Classified Information.
- (2) Classified Information may be transmitted via protected telecommunication systems, networks or other electromagnetic means approved by the relevant authorities of both Parties.
- (3) Exchange of Classified Information can also take place through representatives officially appointed by the authorities in both countries. Such authorization may, when required, be given to representatives of facilities engaged in activities involving Classified Information.
- (4) The means of transportation, the route and the security measures in case of delivery of large items or quantities of Classified Information shall be arranged on a case-by-case basis between the Originating and the Receiving Party.
- (5) Other approved means of transmission or exchange may be used if agreed upon by each Competent Authority.

Article 11

BREACH OF SECURITY

- (1) In case of a Breach of security concerning Classified Information originated or received from the other Party, the Competent Authority in whose country the Breach of security occurs shall inform the Competent Authority of the other Party immediately and carry out or initiate the appropriate investigation in accordance with the national legislation. The other Party shall, if required, co-operate in the investigation. In any case, the other Party is to be informed of the results of the investigation, the

measures adopted to prevent recurrence of the breaches, and shall receive a final statement on the reasons and extent of the security violation.

(2) In case of a Breach of security concerning Classified Information of the Parties occurring in a state other than the Parties, the Competent Authority of the dispatching Party shall take the actions prescribed in paragraph (1) above as far as possible.

Article 12 EXPENSES

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

Article 13 DISPUTE SETTLEMENT

Any dispute regarding the interpretation or application of this Agreement shall be resolved by consultation between the Competent Authorities of the Parties and will not be referred to any outside jurisdiction for settlement.

Article 14 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. In case of termination of the Agreement all Classified Information transmitted under the terms of this Agreement shall be returned to the other Party. Notwithstanding the termination of this Agreement, the Classified Information transferred pursuant to this Agreement which can not be returned 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 amended 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 in Oslo on August 30, 2006 In two original copies, each in the Bulgarian, Norwegian 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**



**MS TSVETA MARKOVA
CHAIRPERSON
STATE COMMISSION ON
INFORMATION SECURITY**

**ON BEHALF OF THE
GOVERNMENT OF THE
KINGDOM OF NORWAY**



**MS ELISABETH BØDTKER
LARSEN
DIRECTOR GENERAL
THE ROYAL MINISTRY OF
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