

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF BULGARIA

AND

THE GOVERNMENT OF THE HELLENIC REPUBLIC

CONCERNING

THE PROTECTION OF

EXCHANGED CLASSIFIED INFORMATION

The Government of the Republic of Bulgaria and the Government of the Hellenic Republic, hereinafter referred to as the "Parties",

Considering that effective co-operation may require exchange of Classified Information between the Parties,

Considering the need to set rules regulating the mutual protection of Classified Information, applicable to any future co-operation agreements and contracts between the Parties, containing or requiring access to Classified Information,

Have agreed as follows:

Article 1 **Definitions**

For the purpose of this Agreement,

1.1. "**Classified Information**" means all legally defined information that, when used without authorization, could threaten or harm the interests of the Parties related to their national security, defence, foreign policy or protection of the constitutional order and information or material determined to require protection against unauthorized disclosure which has been so designated by a security classification.

1.2. "**Classified Document**" means any recorded Classified Information regardless of its physical form and characteristics, including, without limitation, written or printed matter, data processing cards and tapes, maps, charts, photographs, paintings, drawings, engravings, sketches, working notes and papers, carbon copies and ink ribbons or reproductions by any means or process of sound, voice, magnetic or electronic or optical or video recordings in any form and portable Automated Data Processing (ADP) equipment with resident computer storage media, and removable computer storage media.

1.3. "**Classified Material**" means any technical item, equipment, installation, device or weapon either manufactured or in a process of manufacture, as well as the components used for their manufacture, containing Classified Information.

1.4. "**Receiving Party**" means the Party as represented by its Competent

Security Authority or other Relevant Authority where Classified Information is transferred to.

1.5. **"Originating Party"** means the Party as represented by its Competent Security Authority or other Relevant Authority that generates Classified Information.

1.6. **"Competent Security Authority/National Security Authority"** means the authority which in compliance with the national legislation of the respective Party is responsible for the protection of Classified Information and the implementation of this Agreement. Such authorities are listed in Article 4 of this Agreement.

1.7. **"Relevant Authority"** means a central and/or local government authority, as well as departments thereof, whose functions are related to the use or protection of Classified Information and which possesses the right to classify and declassify information.

1.8. **"Designated Security Authority"** means the authority which in compliance with the national legislation performs the state policy for the protection of Classified Information in the industrial security area and provides direction and assistance in its implementation.

1.9. **"Contractor"** means an individual or a legal entity possessing the legal capacity to conclude contracts or a party to a Classified Contract.

1.10. **"Classified Contract"** means an agreement between two or more Contractors creating and defining legal rights and obligations between them, which contains or requires access to Classified Information.

1.11. **"Third Party"** means an international organization or a state that is not a Party to this Agreement.

1.12. **"Declassification of Information"** means the removal of the security classification level of information.

1.13. **"Breach of Security"** means an act or an omission contrary to the national legislation of the respective Party, which results or may result in an unauthorized access to or disclosure or destruction or loss of Classified Information.

Article 2 Security Classification Levels

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

For the Republic of Bulgaria	Equivalent in English	For the Hellenic Republic
СТРОГО СЕКРЕТНО	TOP SECRET	ΑΚΡΩΣ ΑΠΟΡΡΗΤΟ
СЕКРЕТНО	SECRET	ΑΠΟΡΡΗΤΟ
ПОВЕРЛИВО	CONFIDENTIAL	ΕΜΠΙΣΤΕΥΤΙΚΟ
ЗА СЛУЖЕБНО	RESTRICTED	ΠΕΡΙΟΡΙΣΜΕΝΗΣ
ПОЛЗВАНЕ		ΧΡΗΣΗΣ

Article 3 Classified Information Protection Measures

3.1. In compliance with their national legislation, the Parties shall implement all appropriate measures for protection of Classified Information, which is transferred under this Agreement or generated in connection with a Classified Contract. The same degree of protection shall be ensured for such Classified Information as it is provided for the national Classified Information, with the corresponding security classification level.

3.2. The Parties shall in due time inform each other about any changes in the national legislation affecting the protection of Classified Information. In such cases, the Parties shall inform each other in compliance with Paragraphs 3 and 4 of Article 4 in order to discuss possible amendments to this Agreement. In any case, the Classified Information shall be protected according to the provisions of this Agreement, unless otherwise agreed in writing.

3.3. 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 keeping up with the "need to know" principle.

3.4. The Receiving Party is obligated:

3.4.1. Not to disclose Classified Information to any Third Party's institution or legal entities or individual without a prior written consent of the Originating Party.

3.4.2. Assign to Classified Information a security classification level equivalent to that provided by the Originating Party.

3.4.3. Not to use Classified Information for purposes other than those it has been provided for.

3.4.4. To guarantee the private rights such as patent rights, copyrights or trade secrets that are involved in Classified Information.

3.5. If any other agreement concluded between the Parties contains stricter regulations regarding the exchange or protection of Classified Information, the latter regulations shall apply.

3.6 The Parties shall recognize the validity of personnel security clearances and facility security clearances issued in accordance with the national legislation of the respective Party.

Article 4

Competent Security Authorities/ National Security Authorities (NSAs) and Designated Security Authorities (DSAs)

4.1. The Competent Security Authorities / NSAs of the Parties are:

4.1.1. For the Republic of Bulgaria:

The State Commission on Information Security (SCIS)

4.1.2. For the Hellenic Republic:

Hellenic National Defence General Staff

Military Intelligence Joint Directorate

Security Counterintelligence Department

(HNDGS/MIJD/SCID)

4.2. Designated Security Authorities (DSAs) of the Parties are :

4.2.1. For the Republic of Bulgaria:

The State Commission on Information Security (SCIS)

4.2.2. For the Hellenic Republic:

General Secretariat for Financial Planning and Defence Investments

**General Directorate Defence Industry and Research
Defence Industry Department**

4.3. The Competent Security Authorities shall provide each other with their official requisites.

4.4. The Competent Security Authorities shall inform each other of the national legislation in force regulating the protection of Classified Information.

4.5. In order to ensure close co-operation in the implementation of this Agreement, the Competent Security Authorities may hold consultations at the request made by either of them.

4.6. In order to achieve and maintain comparable standards of security, the respective Competent Security Authorities shall, on request, provide each other with information about the security standards, procedures and practices for protection of Classified Information applied by the respective Party.

4.7. The respective Competent Security Authorities may sign executive documents to this Agreement.

**Article 5
Transfer of Classified Information**

5.1. As a rule, Classified Information shall be transferred by means of diplomatic or military couriers or by other means satisfying the requirements of the national legislation of the respective Party. The Receiving Party shall confirm in writing the receipt of Classified Information with a security classification level "CEKPETHO - SECRET - AΠΙΟΡΡΗΤΟ" and above.

5.2. Classified Information may be transmitted via protected telecommunication systems, networks or other electromagnetic means approved by the Competent Security Authorities and holding a duly issued certificate pursuant to the national legislation of the respective Party.

5.3. Other approved means of transfer of Classified Information may only be used if agreed upon between the Competent Security Authorities.

5.4. In the event of transferring a large consignment containing Classified Information, the Competent Security Authorities shall mutually agree on and approve the means of transportation, the route and the security measures.

Article 6 **Translation, reproduction, destruction**

6.1. Classified Documents marked with a security classification level ЦТРОГО СЕКРЕТНО/ TOP SECRET/ ΑΚΡΩΣ ΑΠΟΡΡΗΤΟ shall be translated or copied only by written permission of the Competent Security Authority of the Originating Party.

6.2. All translations of Classified Information shall be made by individuals who have appropriate security clearance. Such translation shall bear an appropriate security classification marking and a suitable annotation in the language of translation indicating that the translated material contains Classified Information of the Originating Party.

6.3. 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.

6.4. Classified Material shall be destroyed or modified, in order to prevent its reconstruction, in whole or in part.

6.5. The Originating Party may expressly prohibit reproduction, alteration or destruction of a Classified Material or Classified Document by marking the relevant carrier of Classified Information or sending subsequent written notice. In such case, the classified material or classified document subject to destruction shall be returned to the Originating Party.

6.6. In case it is impossible to protect or return Classified Information exchanged under this Agreement, it shall be destroyed immediately. The Receiving Party shall notify the Competent Security Authority of the Originating Party about such destruction.

Article 7 Classified Contracts

7.1. Classified Contracts shall be concluded and implemented in accordance with the national legislation of the respective Party. Upon request the Competent Security Authority of each Party shall provide information whether the proposed 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 proposed Contractor does not hold a facility security clearance, the Competent Security Authority may request for the Contractor to be cleared.

7.2. A security annex shall be an integral part of every Classified Contract or sub-contract. In this 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.

7.3. 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.

Article 8 Visits

8.1. Security experts of the Parties may hold regular meetings to discuss the procedures for protection of Classified Information.

8.2. Visitors shall receive prior authorization, according to the national legislation of the host Party if they need access to Classified Information or to premises where Classified Information is originated, handled or stored.

8.3. The requests for visits shall contain the following information:

8.3.1. Name of the visitor, date and place of birth, passport (ID card) number;

- 8.3.2. Citizenship of the visitor;
- 8.3.3. Position title of the visitor and name of the organization he represents;
- 8.3.4. Security clearance of the visitor of appropriate classification level;
- 8.3.5. Purpose, proposed working program and planned date of the visit;
- 8.3.6. Names of organizations and facilities requested to be visited.

8.4. Each Party shall guarantee protection of personal data of the visitors, according to the respective national legislation.

Article 9 **Breach of Security**

9.1. In case of a breach of security the Competent Security Authority, in whose state the breach of security occurred, shall inform the Competent Security Authority of the other Party as soon as possible and initiate the appropriate steps in order an investigation to be carried out. The other Party shall, if required, co-operate in the investigation.

9.2. In case the breach of security occurs in a state other than the states of the Parties, the Competent Security Authority of the Party which transferred the Classified Information to a third state shall take the actions prescribed in Paragraph 1.

9.3. In any case, the Originating Party shall be informed of the results of the investigation and shall receive the final report on the reasons of the breach of security.

Article 10 **Expenses**

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

Article 11 **Settlement of Disputes**

Any dispute regarding the interpretation or implementation of this Agreement shall be settled amicably by consultation between the Parties, without recourse to outside jurisdiction.

Article 12 Final Clauses

12.1. This Agreement shall enter into force on the date of receiving the latest written notification whereby the Parties inform each other of the completion of their relevant internal procedures.

12.2. The Agreement shall remain in force for 10 years and shall be automatically extended for 5 year periods, unless by written notification sent to the other Party at least 6 months before the expiration of the initial or any subsequent period of validity of this Agreement, either Party informs the other of its intention to terminate this Agreement.

12.3. Any amendments of this Agreement shall enter into force according to the procedures of paragraph 1 of this Article.

12.4. All Classified Information that has been exchanged or generated in compliance with this Agreement, shall be protected according to its provisions, even after the termination of this Agreement, until the Originating Party dispenses the Receiving Party from this obligation.

12.5. This Agreement supersedes any previously mutually agreed relevant provisions on the protection of Classified Information, in a whole or as a part of any other agreement or arrangement in force between the two Parties.

Done in Sofia on 17 June 2005 in two original copies in the Bulgarian, Greek and English languages, all texts being equally authentic.

In case of different interpretations of the provisions of this Agreement the English text shall prevail.

**For the Government of
the Republic of Bulgaria**



TSVETA MARKOVA

**Chairperson of
the State Commission on
Information Security**

**For the Government of
the Hellenic Republic**



**MAJOR GENERAL
FRAGOULIS FRAGOS**

**Director of Military Intelligence
Joint Directorate
Hellenic National Defense General Staff**