

AGREEMENT

BETWEEN

**THE GOVERNMENT OF THE
REPUBLIC OF BULGARIA**

AND

THE GOVERNMENT OF HUNGARY

**ON THE EXCHANGE AND
MUTUAL PROTECTION
OF CLASSIFIED INFORMATION**

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

Recognising the importance of mutual cooperation between the Parties,

Realising that good cooperation may require exchange of Classified Information between the Parties,

Recognising that they ensure equivalent protection for the Classified Information,

Wishing to ensure the protection of Classified Information exchanged between them or between the legal entities and individuals under their jurisdiction,

Have, in mutual respect for national interests and security, agreed upon the following:

**ARTICLE 1
OBJECTIVE AND APPLICABILITY 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 the legal entities and individuals under their jurisdiction.

2. This Agreement shall not affect the obligation of the Parties under any other bilateral or multilateral treaty, including any agreements governing exchange and mutual protection of Classified Information.

**ARTICLE 2
DEFINITIONS**

For the purpose of this Agreement:

a) "**Classified Information**" means any information that, regardless of its form or nature, under the national laws and regulations of either Party, requires protection against breach of security and to which a security classification level has been attributed;

b) "**Security classification level**" means a category, according to the national laws and regulations, which characterises the importance of the Classified Information, the level of restriction of access to it and the level of its protection

- by the Parties;
- c) **"Breach of Security"** means an act or an omission which is contrary to this Agreement or to the national laws and regulations of the Parties, the result of which may lead to disclosure, loss, destruction, misappropriation or any other type of compromise of Classified Information;
 - d) **"Classified Contract"** means a contract that involves or requires access to Classified Information;
 - e) **"Contractor"** means an individual or a legal entity possessing the legal capacity to conclude Classified Contracts in accordance with the national laws and regulations;
 - f) **"Subcontractor"** means an individual or a legal entity possessing the legal capacity to conclude Classified Contracts, to whom a Contractor lets a subcontract;
 - g) **"Facility Security Clearance"** means the determination by the respective competent authority that a legal entity, possessing the legal capacity, has the physical and organizational capability to handle and store Classified Information in accordance with the national laws and regulations;
 - h) **"Personnel Security Clearance"** means the determination by the respective competent authority that an individual is eligible to have access to Classified Information in accordance with the national laws and regulations;
 - i) **"Need-to-know"** means the principle, according to which access to specific Classified Information may only be granted to a person who has a verified need to access this Classified Information in connection with his/her official duties or for the performance of a specific task;
 - j) **"National Security Authority"** means the state authority responsible for the application and supervision of this Agreement;
 - k) **"Originating Party"** means the Party including the legal entities or individuals under its jurisdiction, which releases Classified Information;
 - l) **"Recipient Party"** means the Party including the legal entities or individuals under its jurisdiction, which receives Classified Information;
 - m) **"Third Party"** means any state including the legal entities or individuals under its jurisdiction or international organisation not being a Party to this Agreement.

ARTICLE 3 NATIONAL SECURITY AUTHORITIES

1. The National Security Authorities of the Parties are:

In the Republic of Bulgaria:

- Държавна комисия по сигурността на информацията
(State Commission on Information Security)

In Hungary:

- Nemzeti Biztonsági Felügyelet
(National Security Authority)

2. The National Security Authorities shall provide each other with official contact details and shall inform each other of any subsequent changes thereof.

**ARTICLE 4
SECURITY CLASSIFICATION LEVELS**

The equivalence of national security classification levels is as follows:

For the Republic of Bulgaria	For Hungary	Equivalent in English language
СТРОГО СЕКРЕТНО	„Szigorúan titkos!”	TOP SECRET
СЕКРЕТНО	„Titkos!”	SECRET
ПОВЕРИТЕЛНО	„Bizalmas!”	CONFIDENTIAL
ЗА СЛУЖЕБНО ПОЛЗВАНЕ	„Korlátozott terjesztésű!”	RESTRICTED

**ARTICLE 5
ACCESS TO CLASSIFIED INFORMATION**

Access to Classified Information under this Agreement shall be limited only to individuals upon the “need-to-know” principle and who are duly authorised in accordance with the national laws and regulations of the respective Party.

**ARTICLE 6
BASIC SECURITY REQUIREMENTS**

1. The Originating Party shall:
- a) ensure that Classified Information is marked with appropriate security

- classification level in accordance with its national laws and regulations;
- b) inform the Recipient Party of any use conditions of Classified Information;
- c) inform the Recipient Party in writing without undue delay of any subsequent changes in the security classification level or duration of classification.

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 the same degree of protection to Classified Information as afforded to its own Classified Information of equivalent security classification level;
- c) ensure that Classified Information is not declassified nor its security classification level 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 the 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, on request, inform each other of their national laws and regulations concerning protection of Classified Information and the practices stemming from their implementation. The National Security Authorities shall inform each other of any substantive changes of their national laws and regulations in the field of protection of Classified Information concerning the implementation of this Agreement.

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

3. On request, the Parties shall, in accordance with their national laws and regulations, recognise the Personnel Security Clearances and Facility Security Clearances of the other Party. Article 4 of this Agreement shall apply accordingly.

4. The National Security Authorities shall promptly notify each other about changes in the recognised Personnel Security Clearances and Facility Security Clearances, especially in case of their withdrawal.

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

ARTICLE 8

CLASSIFIED CONTRACTS

1. Classified Contracts shall be concluded and implemented in accordance with the national laws and regulations of each Party. 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 Personnel Security Clearance or Facility Security Clearance.

2. The National Security Authority may request the respective National Security Authority that a security inspection is carried out at a facility located in the territory of the other Party to ensure continuing protection of Classified Information.

3. Classified Contracts shall contain an appropriate section on the security requirements in accordance with the national laws and regulations. A copy of the section on the security requirements shall be forwarded to the National Security Authority of the Party under whose jurisdiction the Classified Contract is to be implemented.

4. The section on the security requirements, in accordance with the national laws and regulations shall include at least the following aspects:

- a) a classification guide;
- b) a procedure for the communication of changes in the security classification level of the information;
- c) communication channels;
- d) procedures for the transportation of Classified Information;
- e) contact details of the National Security Authorities responsible for the co-ordination of the protection of Classified Information related to the Contract;
- f) the procedure for notification of any breach of security or suspicion thereof.

5. All subcontractors shall fulfil the same security obligations as the Contractor.

ARTICLE 9

TRANSFER OR TRANSMISSION OF CLASSIFIED INFORMATION

1. Classified Information shall be transferred in accordance with the national laws and regulations of the Originating Party through diplomatic

channels or as otherwise agreed in writing between the National Security Authorities.

2. The Parties may transmit Classified Information by electronic means in accordance with the security procedures approved by the National Security Authorities in writing.

3. In case of transferring a large consignment containing Classified Information, the National Security Authorities shall mutually agree on and approve the means of transportation, the route and the other security measures.

ARTICLE 10

REPRODUCTION, TRANSLATION AND DESTRUCTION OF CLASSIFIED INFORMATION

1. Reproductions and translations of Classified Information released under this Agreement shall bear appropriate security classification level and shall be protected as the originals. Number of reproductions shall be limited to that required for official purposes.

2. Translations of Classified Information released under this Agreement shall bear a note in the language of translation indicating that they contain Classified Information of the Originating Party.

3. Classified Information released under this Agreement marked **CTPOFO CEKPETHO/ „Szigorúan titkos!”/ TOP SECRET** shall be translated or reproduced only upon the prior written consent of the Originating Party.

4. Classified Information shall be destroyed insofar as to prevent its reconstruction in whole or in part.

5. Classified Information released under this Agreement marked **CTPOFO CEKPETHO/ „Szigorúan titkos!”/ TOP SECRET** shall not be destroyed and shall be returned to the Originating Party.

6. In case of a crisis situation in which it is impossible to protect or to return the Classified Information to the Originating Party it shall be destroyed without undue delay. The National Security Authority of the Recipient Party shall notify the National Security Authority of the Originating Party in writing about the destruction of the Classified Information.

ARTICLE 11 VISITS

1. Visits requiring access to Classified Information shall be subject to the prior written consent of the National Security Authority of the respective Party.

2. The National Security Authority of the visiting Party shall notify the National Security Authority of the host Party about the planned visit through a request for visit at least twenty days before the visit takes place. 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 contain:

- a) visitor's name, date and place of birth, nationality and passport/ID card number;
- b) position of the visitor and specification of the organizational entity represented;
- c) visitor's Personnel Security Clearance level and its validity;
- d) date and duration of the visit, and in case of recurring visits the total period of time covered by the visits;
- e) purpose of the visit including the highest security classification level of Classified Information involved;
- f) name and address of the facility to be visited, as well as the name, phone/fax number, e-mail address of its point of contact;
- 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 visits. The National Security Authorities shall agree on the further details of the recurring visits.

5. Classified Information acquired by a visitor shall be considered as Classified Information received under this Agreement.

ARTICLE 12 BREACH OF SECURITY

1. The National Security Authorities shall without undue delay inform each other in writing of any breach of security or suspicion thereof.

2. The National Security Authority of the Party where the breach of security has occurred, shall investigate or initiate an investigation of the incident without undue delay, according to the national laws and regulations.

The National Security Authority of the other Party shall, if required, co-operate in the investigation.

3. In any case, the National Security Authority of the Recipient Party shall inform the National Security Authority of 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.

4. In case a breach of security occurs in a third country, the National Security Authority of the transferring Party shall take the actions under paragraph 2, where possible.

ARTICLE 13 EXPENSES

Each Party shall bear its own expenses incurred in the course of the implementation of this Agreement.

ARTICLE 14 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 national legal requirements for this Agreement to enter into force have been fulfilled.

2. This Agreement may be amended on the basis of the mutual agreement of the Parties in writing. Such amendments shall enter into force in accordance with Paragraph 1 of this Article.

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 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 writing.

5. Any dispute regarding the interpretation or implementation of this Agreement shall be resolved by consultations and negotiations between the Parties, without recourse to outside jurisdiction.

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

Done in *Sofia* on *5th July 2017* in two originals, in Bulgarian, Hungarian and English languages, each text being equally authentic. In case of different interpretation the English text shall prevail.



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



**For the Government of
Hungary**