

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF BULGARIA

AND

THE GOVERNMENT OF THE REPUBLIC OF KOREA

ON

**THE EXCHANGE AND PROTECTION OF
CLASSIFIED MILITARY INFORMATION**

The Government of the Republic of Bulgaria and the Government of the Republic of Korea

(hereinafter referred to as the "Parties"),

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

Desiring to regulate the mutual protection of Classified Military Information applicable to any future co-operation agreements and classified contracts between the Parties, which contain or involve Classified military Information,

Have agreed as follows:

Article 1

Definitions

For the purpose of this Agreement:

(a) "Classified Military Information" – means information of whatever form, nature or method of transmission, generated, processed or stored for the purposes of defence co-operation, the defence industry or procurement, either manufactured or in the process of manufacture to which a security classification level has been attributed and which, in the interests of national security and in accordance with the national laws and regulations of the Parties, requires protection;

(b) "Unauthorised access to Classified Military Information" – means any form of disclosure of Classified Military Information, or the misuse, damage, submission, destruction or incorrect classification thereof, as well as any other actions resulting in a breach of protection or loss of such information, and any actions or inactions that have resulted in making the information known to an unauthorised person;

(c) "Security classification level" means the category, according to the national laws and regulations of a Party, which characterises the importance of Classified Military Information, the level of restriction of access to it and the level of its protection by the Parties and also the category on the basis of which such information is marked;

(d) "Classification marking" means a mark on any classified material,

which shows the security classification level;

(e) "Security clearance" means a positive determination stemming from a vetting procedure that ascertains the loyalty and trustworthiness of an individual or legal entity as well as other security aspects in accordance with the national laws and regulations of a Party. Such determination permits the individual or the legal entity to access Classified Military Information of a certain level without security risk;

(f) "Originating Party" means the Party transmitting Classified Military Information;

(g) "Receiving Party" means the Party to which Classified Military Information is transmitted;

(h) "Competent Authority" means the authority, which in compliance with the national laws and regulations of the respective Party carries out the State policy for the protection of Classified Military Information and exercises overall control in this sphere, as well as conducts the implementation of this Agreement. Such authorities are set out in Article 5 of this Agreement;

(i) "Contractor" means an individual or a legal entity possessing the legal capacity to conclude contracts and/or a party to a classified contract under the provisions of this Agreement;

(j) "Classified contract" means an agreement between two or more contractors, which contains or provides for access to Classified Military Information;

(k) "'Need-to-know" principle" means the necessity to have access to Classified Military Information in connection with official duties and/or for the performance of a specific official task;

(l) "Third party" means a state or international organisation, which is not a Party to this Agreement or an individual or legal entity, which does not fall under the national requirements of access to Classified Military Information, including the "Need-to-know" principle;

(m) "Breach of security" means an act or omission contrary to the national laws and regulations of a Party, which results or may result in an unauthorised

access to Classified Military Information.

Article 2

Objective

The objective of this Agreement is to ensure the protection of Classified Military Information that is jointly generated or exchanged either directly or indirectly between the Parties.

Article 3

Security Classification Levels

Republic of Bulgaria	Equivalent in English	Republic of Korea
СЕКРЕТНО	SECRET	군사Ⅱ급비밀
ПОВЕРИТЕЛНО	CONFIDENTIAL	군사Ⅲ급비밀
ЗА СЛУЖЕБНО ПОЛЗВАНЕ	RESTRICTED	군사대외비

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

Article 4

National Measures

1. In compliance with its national laws and regulations, the Receiving Party shall take all appropriate measures for the protection of Classified Military Information, which is jointly generated or exchanged either directly or indirectly under this Agreement. The Receiving Party shall protect such information in the same way as it protects its own Classified Military Information of corresponding security classification level.

2. The Parties shall promptly inform each other of any changes in their national laws and regulations affecting the protection of Classified Military Information. In such cases, the Parties shall inform each other in compliance with Paragraphs 3 and 4 of Article 5 in order to discuss possible amendments to this Agreement. In the meantime, the Classified Military Information shall

Military Information shall be protected according to the provisions of this Agreement, unless otherwise agreed in writing.

3. Access to Classified Military Information shall be granted only to those individuals who have been issued a security clearance in accordance with the national laws and regulations of the respective Party and in accordance with the "Need-to-know" principle.

4. The Receiving Party is obliged;

a) not to disclose Classified Military Information to a Third party without the prior written consent of the Competent Authority of the Originating Party;

b) to grant Classified Military Information a security classification level equivalent to that provided by the Originating Party;

c) not to use Classified Military Information for purposes other than those for which it was provided.

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

Article 5

Competent Authorities

1. The Competent Authorities of the Parties are:

a) for the Republic of Bulgaria:

State Commission on Information Security;

b) for the Republic of Korea:

Defense Intelligence Agency, Ministry of National Defense.

2. The Competent Authorities shall inform each other of the national laws and regulations in force regulating the protection of Classified Military Information.

3. In order to ensure close cooperation in the implementation of this Agreement, the Competent Authorities may hold consultations at the request of either Authority.

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

5. The Competent Authorities may undertake separate measures necessary to facilitate the implementation of this Agreement.

Article 6

Transfer of Classified Military Information

1. As a rule, Classified Military Information shall be transferred by means of diplomatic or military couriers or by other means satisfying the requirements of the national laws and regulations of the Parties. The Receiving Party shall confirm in writing the receipt of Classified Military Information.

2. Classified Military Information may be transmitted via protected telecommunication systems, networks or other electronic means approved by the Competent Authorities and holding a duly issued certificate pursuant to the national laws and regulations of either Party.

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

4. In case of transfer of a large amount of Classified Military Information, the Competent Authorities shall mutually agree on and approve the means of transportation, the route and the other security measures.

Article 7

Translation, Reproduction, Destruction

1. All translations of Classified Military Information shall be made by individuals who have the appropriate security clearance. Such translations shall

bear an equivalent security classification marking.

2. When Classified Military 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 protection as the original information. The number of copies shall be limited to that required for official purposes.
3. When it is no longer necessary, Classified Military Information shall be destroyed or modified so as to prevent its reconstruction in whole or in part.
4. The Originating Party may expressly prohibit the reproduction, alteration or destruction of a Classified Military Information by so marking the Classified Military Information or by sending a subsequent written notice. If destruction of the Classified Information is prohibited, it shall be returned to the Originating Party.
5. In case of crisis situation, which makes it impossible to protect and/or return Classified Military Information generated or transferred according to this Agreement, the Classified Military Information shall be destroyed immediately. The Receiving Party shall notify the Competent Authority of the Originating Party of the destruction of the Classified Military Information as soon as possible.

Article 8

Classified Contracts

1. Classified Contract shall be concluded and implemented in accordance with the national laws and regulations of each Party. Upon request the Competent Authority of each Party shall provide information about whether a proposed contractor has been issued a national security clearance, corresponding to the required security classification level. If the proposed contractor does not hold a security clearance, the Competent Authority of each Party may request that the contractor be security cleared.
2. A security annex shall be an integral part of each classified contract or sub-contract. In such annex, the Originating Party shall specify which Classified Military Information will be released to the Receiving Party, and which corresponding security classification level has been assigned to this information.

3. The contractor's obligation to protect the Classified Military Information shall, in all cases, refer, at least, to the following;

- a) an obligation that the contractor shall disclose the Classified Military Information only to persons who have been previously security cleared for access with regard to the relevant contract activities, who have "Need-to-know" and who are employed or engaged in the carrying out of the contract;
- b) the means to be used for the transfer of the Classified Military Information;
- c) the procedures and mechanisms for communicating the changes that may arise in respect of Classified Military Information either because of changes in its security classification level or because protection is no longer necessary;
- d) the procedure for the approval of visits, access or inspection by personnel of one Party to facilities of the other Party which are covered by the contract;
- e) an obligation to promptly notify the contractor's Competent Authority of any actual, attempted or suspected unauthorised access to Classified Military Information under the contract;
- f) usage of the Classified Military Information under the contract only for the purposes related to the subject matter of the contract; and
- g) provision of Classified Military Information under the contract to a Third party only with the written consent of the Competent Authority of the Originating Party.

4. The measures required for the protection of Classified Military Information as well as the procedure for the assessment of and indemnification for possible losses caused to the contractors by unauthorised access to Classified Military Information shall be specified in more detail in the respective classified contract.

5. Contracts placed with contractors involving Classified Military Information at 3A СЛУЖЕБНО ПОЛЗВАНЕ / RESTRICTED / 군사대외비 level shall contain an appropriate clause identifying the

minimum measures to be applied for the protection of such Classified Military Information. Security clearance for such contracts is not necessary.

Article 9

Visits

1. Visitors shall receive prior authorization from the Competent Authority of the host Party only if they are authorised for access to Classified Military Information in accordance with their national laws and regulations and if they need access to Classified Military Information or to premises where Classified Military Information is originated, handled or stored.

2. Visiting procedures shall be agreed between the Competent Authorities.

3. The request for visits shall contain the following information:

a) name of the visitor, date and place of birth and passport(ID card) number;

b) citizenship of the visitor;

c) job title of the visitor and name of the organisation he or she represents;

d) security clearance of the visitor to the appropriate classification level;

e) purpose, proposed working program and planned date of the visit; and

f) names of organisations and facilities requested to be visited.

4. The Competent Authorities of the Parties may agree to establish lists of authorized persons who will make recurring visits. Those lists shall be valid for an initial period of twelve(12) months. Once the lists have been approved by the Competent Authorities of the Parties, the terms of the specific visits shall be directly arranged with the appropriate authorities of the organisations to be visited by those persons, in accordance with the terms and conditions agreed upon.

5. Each Party shall guarantee the protection of the personal data of the visitors, according to the respective national laws and regulations.

Article 10

Breach of Security

1. In case of a breach of security, the Competent Authority in whose state a breach of security occurred shall inform the Competent Authority of the other Party as soon as possible and shall initiate the appropriate investigation. The other Party shall, if required, cooperate in the investigation.
2. In case a breach of security occurs in a third country, the Competent Authority of the Originating Party shall take the actions under paragraph 1 of this Article, where possible.
3. In any case, the other Party shall be informed of the results of the investigation and shall receive the final report on the reasons and extent of damage caused.

Article 11

Expenses

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

Article 12

Final Provisions

1. This Agreement shall enter into force on the date of receipt of the last notice whereby the Parties inform each other of the fulfillment of all internal legal procedures necessary for its entry into force. It shall remain in force for an indefinite period.
2. This Agreement may be amended on the basis of mutual written consent of both Parties. Such amendments shall enter into force in accordance with the procedure set out in paragraph 1 of this Article.
3. Either Party may terminate this Agreement by giving written notice to the other Party. The termination shall enter into force six(6) months after the date of receipt of the notification. Notwithstanding the termination of this Agreement, all Classified Military Information transferred pursuant to

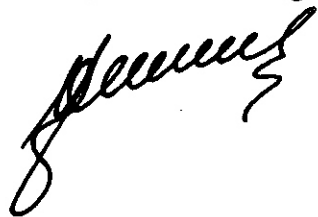
this Agreement shall continue to be protected in accordance with the provisions set forth herein, until the Originating Party discharges the Receiving Party from this obligation.

4. Any dispute regarding the interpretation or application of this Agreement shall be resolved amicably by consultation between the Parties without recourse to third parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done in two originals at Seoul on October 27, 2009, in the Bulgarian, Korean and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

For The Government of
The Republic of Bulgaria



For The Government of
The Republic of Korea

