

**AGREEMENT
ON PROTECTION OF CLASSIFIED INFORMATION**

BETWEEN

The Government of the Republic of Bulgaria

**(hereinafter referred to as : "the Bulgarian Party"),
of the one part,**

AND

**The Government of the State of Israel/
the Israeli Ministry of Defence**

**(hereinafter referred to as: "the Israeli Party"),
of the second part,**

WITNESSETH

- WHEREAS** The Bulgarian Party and the Israeli Party (hereinafter referred to as: "the Parties") intend to cooperate in joint projects concerning military and defense issues; and
- WHEREAS** The Parties wish to safeguard the secrecy of the defence and military projects as well as the secrecy of Classified Materials and Information exchanged between the Parties; and
- WHEREAS** Both Parties agree that for their mutual interest an Agreement on Protection of Classified Materials and Information is essential to be signed; and
- WHEREAS** The Parties to this Agreement on Protection of Classified Materials and Information agree that the mere existence of the relations between the Parties concerning the defence and military issues is not classified. However, classified contents of the relations shall not be disclosed to any Third Party without the prior written consent of the other Party; and
- WHEREAS** The Parties to this Agreement on Protection of Classified Materials and Information desire to set forth the terms and conditions governing this Agreement.

NOW THEREFORE THE PARTIES HERETO AGREE AS
FOLLOWS:

ARTICLE I - ADOPTION OF PREAMBLE

The preamble to this Agreement on Protection of Classified Materials and Information (hereinafter referred to as: "The Agreement") forms an integral part hereof and is binding upon the Parties.

ARTICLE II - DEFINITIONS

1. For the purpose of this Agreement the term Classified Materials and Information includes information and materials of any kind which in the interest of the national security of the Releasing Party and in accordance with its applicable laws and regulations, requires protection against unauthorized access and which has been classified in accordance with Article IV. para 1. to this Agreement, in accordance with national laws and regulations.
2. "Classified Material" means any classified document or technical item, equipment, installation, device or weapon either manufactured or in a process of manufacture as well as the components used for manufactured containing classified information.
3. "Classified Information" means information of whatever form, nature or method of transmission either manufactured or in the process of manufacture to each a security classification level has been attributed and which, in the interest of the national security and in accordance with the national law and regulations required protection against unauthorized access or destruction.

ARTICLE III - IMPLEMENTATION OF THIS AGREEMENT

1. The terms of this Agreement shall be implemented in any negotiations or Contracts which shall be made or signed in the future between the Parties or any entities related to military and defense projects between the Parties and/or entities relating to the Parties concerning the following subjects :
 - A. Cooperation between the Parties and/or entities relating to the Parties concerning military and defense issues.

- B. Cooperation and/or exchange of Information in any field between the Parties and their respective entities.
 - C. Cooperation, exchange of Information, joint ventures, contracts or any other relations between governmental, public or private entities of the Parties concerning, military and defense projects.
 - D. Sale of equipment and know-how by one Party to the other.
 - E. Information transferred between the Parties by any representative, employee or consultant (private or otherwise) concerning military and defense issues.
2. Each Party will inform the relevant agencies and entities in its country of the existence of this Agreement.
 3. Each Party agrees and undertakes that the provisions of this Agreement will be binding upon and duly observed by all units and entities of the respective Parties as well as the organizations and entities of both Parties.
 4. Each Party will be responsible for the Classified Materials and Information from the time of receipt. Such responsibility will be under the relevant provisions and practices written in this Agreement.

ARTICLE IV - SECURITY CLASSIFICATION AND DISCLOSURE

1. Classified Materials and Information will be classified in one of the following security classification levels:

Bulgarian classification

Israeli classification

Строго секретно (Top Secret)
 Секретно (Secret)
 Поверително (Confidential)
 За служебно ползване (Restricted)

Sodi Beyoter
 Sodi
 Shamur
 Shamur

2. The Parties are not allowed to disclose Classified Materials and Information under this Agreement to any third party, (including countries or nationals of other countries, companies, entities or persons which are not defined as "the Parties" to this Agreement) without the prior written consent of the originating Party. Any third party, if allowed as above mentioned, will use these Classified Materials and Information only for specified purposes as shall be agreed between the Parties.
3. In accordance with their national laws, regulations and practices, either Party will take appropriate measures in order to protect Classified Materials and Information. The Parties will afford to all such Classified Materials and Information the same degree of security protection as is provided for their own Classified Materials and Information of equivalent classification level.
4. Access to Classified Materials and Information will be confined only to those whose duties make such access essential and who have been security cleared and authorized by their Party.
5. It is agreed that the existence of this Agreement and the mutual defense and military relations between the Parties shall not be classified.
6. Each Party agrees and undertakes to refrain from publication of any kind, relevant to the areas of mutual cooperation and activities under this Agreement. Without derogating from the above, any substantial announcement or substantial denial by either Party to be made in the future will follow consultations and mutual consent.

ARTICLE V - VISITORS FROM ONE COUNTRY TO THE OTHER AND SECURITY CLEARANCE

1. Access to Classified Materials and Information and to premises where classified projects are carried out, will be granted by one Party to any person from the other Party if previous permission from the Competent Security Authority of the host Party has been obtained. Such permission will be granted only upon visit applications to persons who have been security cleared and authorized to deal with

Classified Materials and Information (hereinafter referred to as: "the Visitors").

2. The Competent Security Authority of the originating Party shall notify the Competent Security Authority of the host Party of expected visitors, at least three weeks prior to the planned visit. In case of special needs, security authorization of the visit will be granted as soon as possible, subject to prior coordination.
3. Visit applications shall include at least the following data:
 - A. Name of the visitor, date and place of birth, nationality/citizenship and passport number.
 - B. Official title of the visitor and the name of the entity, plant or organization represented by him.
 - C. Security clearance of the visitor, given by his Competent Security Authority.
 - D. Planned date of visit.
 - E. Purpose of the visit.
 - F. Name of plants, installations and premises requested to be visited.
 - G. Name of persons in the host Party's country to be visited names of entities, plants or organizations.
4. Visit requests shall be submitted via the appropriate channels as shall be agreed upon by the Parties.
5. Without derogating from the generality of this Article, the requirements detailed in paragraph 3 hereinabove shall apply in all activities mentioned in Article III, paragraph 1 hereinabove.
6. Upon approval of the Competent Security Authority, the visit permission can be granted for a specific period of time, as necessary for a specific project. Multiple visit permissions will be granted for a period not exceeding 12 months.

7. The host Party shall take all necessary security measures and precautions needed to ensure the physical security of visiting personnel representatives of the other Party (hereinafter: "the Visiting Party") in the host Party's country.
8. Without derogating from the abovementioned obligations, the host Party shall:
 - A. Notify the Visiting Party of any specific alerts regarding possible hostilities, including acts of terrorism, which may endanger personnel of the Visiting Party or threaten their security.
 - B. In case of any alert as specified herein, take all necessary security measures and precautions, including the provision of protection and the evacuation of Visiting Party's personnel visiting high - risk areas or territories in the host Party.
9. The host Party's Competent Security Authority shall coordinate all matters relating to the physical security of personnel of the Visiting Party with the Visiting Party's duly Competent Security Authority.

ARTICLE VI - TRANSFER OF CLASSIFIED MATERIALS AND INFORMATION

1. Classified Materials and Information will be requested and transferred from one Party to the other only through approved channels agreed upon by the Parties.
2. Classified communication between the Parties will be transmitted only through secured channels.
3. In case one of the Parties wishes to use the Classified Materials and Information outside its territory, such transfer and use shall be subject to prior coordination with the originating Party. This Agreement shall be applicable to such transfer or use, as well.

ARTICLE VII - COMPROMISE OF CLASSIFIED MATERIALS AND INFORMATION

1. In case of any compromise of Classified Materials and Information the recipient Party will investigate all cases in which it is known or there are grounds for suspecting that Classified Materials and Information from the originating Party have been lost or disclosed to unauthorized persons. The recipient Party shall also promptly and fully inform the originating Party of the details of any such occurrences, and of the final results of the investigation and corrective actions taken to preclude recurrences.
2. The Party performing the investigation shall bear all costs incurred in the investigation and such costs will not be subject to reimbursement from the other Party.

ARTICLE VIII - COMPETENT SECURITY AUTHORITIES AND COORDINATION

1. Each Party will nominate a duly authorized Competent Security Authority, which will supervise the implementation of this Agreement in all aspects.

For the Bulgarian Party – State Commission on Information Security (National Security Authority).

For the Israeli Party - The Directorate of Security for the Defense Establishment.

2. The Competent Security Authorities of the Parties as abovementioned shall agree upon mutual Security Plans for the exchange of Classified Materials and Information in accordance with this Agreement.
3. The Competent Security Authorities of the Parties, each within the sphere of its own state, will prepare and distribute Security Instructions and procedures for the protection of Classified Materials and Information as specified in Article II of this Agreement.
4. Each Party agrees and undertakes to pre-coordinate with the other Party all provisions, instructions, procedures and practices related in

any way to the implementation of this Agreement, in general and all Contracts between private or public entities engaged by both Parties, in particular.

5. Each Party will permit security experts of the other Party to visit its territory, when it is mutually convenient, to discuss with its Competent Security Authorities its procedures and facilities for the protection of Classified Materials and Information furnished by the other Party.

ARTICLE IX - DISCLOSURE OF CLASSIFIED MATERIALS AND INFORMATION TO AUTHORIZED ENTITIES

1. In the event that either Party or its agencies or entities concerned with the subjects set out in Article III paragraph 1 award a Contract for performance within the territory of the other Party, and such Contract involves Classified Materials and Information, then the respective Party in which the performance under the Agreement is taking place will assume responsibility for administering Security measures within its own territory for the protection of such Classified Materials and Information in accordance with its own standards and requirements.
2. Prior to release to either Party's contractors or prospective contractors of any Classified Materials and Information received from the other Party, the recipient Party shall:
 - A. Ensure that such contractor or prospective contractor and his facilities have the capability and proper facilities to protect the Information adequately.
 - B. Grant to the facility an appropriate Security Clearance to this effect.
 - C. Grant appropriate Security Clearance for all personnel whose duties require access to the Information.
 - D. Ensure that all persons having access to the Information are informed of their responsibilities to protect the Information in accordance with its applicable laws and regulations.

- E. Carry out periodic security inspections of cleared facilities.

ARTICLE X - DISPUTE RESOLUTION

1. In the event of any dispute arising between the Parties to this Agreement, whether such dispute shall relate to the interpretation of the Agreement or to the execution of the terms hereof or any matter arising therefrom, the Parties shall make every reasonable effort to reach an amicable consent.
2. During the dispute, both Parties shall continue to fulfill all of their obligations under this Agreement.
3. It is agreed by the Parties that any dispute and or interpretation of this Agreement will be neither subject to any National or International Tribunal nor to any National or International law.

ARTICLE XI - EFFECTIVE DATE AND APPLICATION

1. This Agreement shall enter into effect upon signature by the Parties and after the Parties informed each other that all internal procedures have been met.
Should either of the Parties wish to terminate this Agreement, such termination shall be effected by mutual consent of the Parties. However, this Agreement shall remain in effect and shall apply to any and all activities, contracts or exchange of Classified Materials and Information carried out prior to the termination.
2. The Competent Security Authorities may conclude, separately from this Agreement, executive security arrangements for specific activities, relating to this Agreement.

ARTICLE XII - MISCELLANEOUS

1. Neither Party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement without the written consent of the other Party.

2. Each Party shall assist the other Party's personnel performing services and/or exercising rights in accordance with the provisions of this Agreement in the other Party's country.

ARTICLE XIII - NOTICES

1. Any notice or communication required or permitted to be given under this Agreement shall be forwarded to the following addresses, subject to security restrictions.
2. All communication generated by either Party to this Agreement shall be in writing in English.
3. All notices as above mentioned shall be effected as follows:

Bulgarian Party

The State Commission on Information Security/National Security Authority.

Chairperson

Israeli Party

The State of Israel – Ministry of Defence

Principal Deputy Director & Director Information Security

Directorate of Security for the Defence Establishment

ARTICLE XIV - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties hereto and supersedes all previous communications, or representations, either oral or written, heretofore made between the Parties in respect of the subject matters hereof. This Agreement cancels the Security Agreement between The Government of Bulgaria – The Ministry of Defense and The Government of Israel – The Ministry of Defense dated 22/07/1991 / 04/09/1991.

This Agreement shall not be varied other than in writing, signed by the duly authorized representatives of each Party.

This Agreement is signed in Bulgarian and English, both texts being equally authentic. However, in case of dispute or need of interpretation, the English version shall prevail.

IN WITNESS HEREOF, the Parties hereto have set their hands and signature the day hereinabove mentioned.

For the Bulgarian Party

Signature:  _____

Name: Tsveta Markova

Title: Chairperson - State
Commission on Information
Security

Date: 24.11.2008

For the Israeli Party

Signature:  _____

Name: Amir Kain

Title: Director DSDE (MALMAB)

Date: 27.11.08.