

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF BULGARIA

AND

THE GOVERNMENT OF THE REPUBLIC OF FINLAND

ON MUTUAL PROTECTION AND EXCHANGE

OF CLASSIFIED INFORMATION

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

Realising that good co-operation may require exchange of Classified Information between the Parties,

Desiring therefore to create a set of rules regulating the mutual protection of Classified Information and applicable to any future co-operation agreements and contracts, containing or involving Classified Information,

Have agreed as follows:

Article 1

Definitions

For the purpose of this Agreement:

(1) **"Classified Information"** means any information to which a security classification level has been attributed and which, in the interests of national security and according to the national laws and regulations, requires protection.

(2) **"Breach of Security"** means any form of unauthorized disclosure of Classified Information or misuse, damage, submission, destruction or incorrect classification thereof, as well as any other action which results or may result in unlawful access to or loss of such information.

(3) **"Security Clearance"** means a positive determination based on a vetting procedure to ascertain the loyalty and trustworthiness of an individual or a legal entity as well as other security aspects in accordance with national laws and regulations. Such determination justifies granting the individual or the legal entity access to Classified Information on a certain level and allowing them to handle it.

(4) **"Originating Party"** means the Party, including any legal entities and individuals under its jurisdiction, releasing Classified Information.

(5) **"Receiving Party"** means the Party, including any legal entities and individuals under its jurisdiction, to which Classified Information is released.

(6) **"Competent Security Authority"** means the National Security Authority, responsible for the general implementation of this Agreement as well as other competent authorities with responsibilities concerning the implementation of this Agreement in accordance with the national laws and regulations.

(7) **"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.

(8) **"Classified Contract"** means any pre-contractual negotiations, contracts, subcontracts or other arrangements with or between Contractors under the jurisdiction of either Party that are conducted or concluded in order to supply products, execute works or provide services and involve access to or generation of Classified Information.

(9) **"Need-to-Know"** means the necessity of an individual to have access to Classified Information in connection with official duties and/or for the performance of a concrete task.

(10) **"Third Party"** means a state or an international organisation, which is neither a Party to this Agreement nor an individual or a legal entity under the jurisdiction of either Party.

Article 2

Purpose and Scope of Application

The purpose of this Agreement is to protect Classified Information released by one Party to the other Party and/or commonly generated in the process of cooperation between the Parties mainly for purposes of foreign affairs, defence, security and police matters as well as of industrial matters, or transmitted within the context of Classified Contracts, or created within the context of an activity falling within the scope of application of this Agreement.

Article 3

Security Classification Levels

(1) The Parties agree that the following security classification levels shall be mutually equivalent and correspond to the security classification levels specified in the national laws and regulations of each Party:

For the Republic of Bulgaria	For the Republic of Finland	Translation in English
СТРОГО СЕКРЕТНО	ERITTÄIN SALAINEN	TOP SECRET
СЕКРЕТНО	SALAINEN	SECRET
ПОВЕРИТЕЛНО	LUOTTAMUKSELLINEN	CONFIDENTIAL
ЗА СЛУЖЕБНО ПОЛЗВАНЕ	KÄYTTÖ RAJOITETTU	RESTRICTED

(2) The Competent Security Authorities of the Receiving Party shall not alter or remove a security classification level unless authorised in writing by the relevant Competent Security Authority of the Originating Party.

(3) The Competent Security Authority of the Receiving Party may request the relevant Competent Security Authority of the Originating Party to alter or remove a security classification level, or to supply reasons for the choice of a given security classification level.

Article 4

National Measures for the Protection of Classified Information

(1) In compliance with their national laws and regulations, the Parties shall implement all appropriate measures for the protection of Classified Information, which is commonly generated or exchanged either directly or indirectly under this Agreement. Such Classified Information shall be ensured the same level of protection as is provided to national Classified Information at the corresponding security classification level.

(2) Access to Classified Information shall be limited to persons who have a Need-to-Know and who, according to the national laws and regulations, have been authorised to have access to such information as well as briefed accordingly.

(3) The Receiving Party shall:

- a) not disclose Classified Information to a Third Party without a prior written consent of the relevant Competent Security Authority of the Originating Party;
- b) grant Classified Information a security classification level equivalent to that provided by the Originating Party;
- c) not use Classified Information for other purposes than those it has been provided for.

Article 5 **Competent Security Authorities**

(1) The National Security Authorities of the Parties shall be:

For the Republic of Bulgaria:

- State Commission on Information Security

For the Republic of Finland:

- Ministry for Foreign Affairs
Security Unit

(2) The National Security Authorities shall provide each other with their official contact details.

(3) The National Security Authorities shall notify each other of any other Competent Security Authorities.

Article 6 **Transmission of Classified Information**

(1) Classified Information shall be transmitted by means of diplomatic or military couriers or by other means agreed upon between the Competent Security Authorities in accordance with their national laws and regulations. The Receiving Party shall confirm in writing the receipt of information classified as ПОБЕДИТЕЛНО /LUOTTAMUKSELLINEN or above.

(2) Classified Information may be transmitted via protected telecommunication systems or networks or by other electromagnetic means approved by the Competent Security Authorities and accredited pursuant to the national laws and regulations of either Party.

(3) In case of transmitting a large consignment containing Classified Information, the Competent Security Authorities shall mutually agree on the means of transportation, the route and the other security measures.

Article 7

Translation, Reproduction and Destruction

(1) Classified Information marked with security classification levels **CTΠOΓO CEKPETHO / ERITTÄIN SALAINEN** and **CEKPETHO / SALAINEN** shall be translated or reproduced only with a prior written permission of the Competent Security Authority of the Originating Party.

(2) All translations of information classified as **ΠΟΒΕΡΠΤΕΛΙΗΟ / LUOTTAMUKSELLINEN** or above shall be made by individuals who have an appropriate Security Clearance. Such a translation shall have the same security classification level as the original. The number of copies shall be limited to the minimum required for official purposes.

(3) Information classified as **CTΠOΓO CEKPETHO/ ERITTÄIN SALAINEN** shall not be destroyed. It shall be returned to the Originating Party in accordance with the national laws and regulations. Information classified as **CEKPETHO /SALAINEN** or below shall be destroyed pursuant to the national laws and regulations.

(4) The Originating Party may expressly prohibit any reproduction, alteration or destruction of Classified Information.

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

Article 8

Classified Contracts

(1) Upon request the Competent Security Authority of the Receiving Party shall inform to the Competent Security Authority of the Originating Party 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 Security Authority of the Originating Party may request that the Contractor be security cleared by the Competent Security Authority of the Receiving Party.

(2) In case of a Contractor wishing to participate in an open tender, the Competent Security Authority of the Receiving Party may provide the Contractor's Security Clearances without a formal request by the Competent Security Authority of the Originating Party.

(3) Sub-contractors shall be subject to the same security requirements as the Contractor which concluded the main Classified Contract.

(4) A security annex shall be an integral part of each Classified Contract or sub-contract. In this annex the Contractor of the Originating Party shall specify the Classified Information to be released to or generated by the Receiving Party and the security classification level assigned to this information.

(5) Classified Contracts involving information classified at the 3A СЛУЖЕБНО ПОЛЗВАНЕ / KÄYTTÖ RAJOITETTU level shall contain an appropriate clause identifying the minimum measures to be applied for the protection of such Classified Information. Security Clearances are not necessary for such contracts.

Article 9

Visits

(1) Visits requiring access to information classified at the ПОВЕРЛИВО /LUOTTAMUKSELLINEN level or above shall be subject to the prior written permission of the Competent Security Authority of the host country. Such a permission shall only be granted to individuals who have been properly security cleared and have a Need-to-Know. Visits

involving information classified as 3A CJYЖEБHO ПOЛIЗBAHE / KÄYTTÖ RAJOITETTU shall be arranged directly between the relevant facilities.

(2) The request for visit shall contain the following information: the visitor's full name, date and place of birth, passport (ID card) number, nationality and position, the name of the organisation represented, the level of Security Clearance, the purpose and date of the visit and the name of the organisation and facilities to be visited.

(3) The request for visit shall be received by the Competent Security Authority of the host country at least 20 days before the visit takes place. In urgent cases the Competent Security Authorities can agree on a shorter period.

(4) The visitors shall follow the national laws and regulations as well as the applicable national security instructions and guidelines.

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

Article 10

Breach of Security

(1) In case of a Breach of Security or a suspicion thereof, the Competent Security Authority of the Party in whose territory the Breach of Security occurred shall inform the Competent Security Authority of the other Party thereof as soon as possible and initiate an appropriate investigation. The other Party shall, if required, cooperate in the investigation. In any case it shall be informed of the results of the investigation and shall receive the final report on the reasons and extent of any damage caused.

(2) If a Breach of Security occurs in a third country, the Competent Security Authorities shall consult each other and take the actions under paragraph 1, where possible.

Article 11

Notifications and Consultations

(1) In order to implement this Agreement the Competent Security Authorities shall notify each other of their relevant national laws and regulations regarding the protection of Classified Information as well as of any subsequent amendments to them.

(2) In order to ensure close co-operation in the implementation of this Agreement, the Competent Security Authorities shall consult each other at the request of one of them. On request, they shall provide each other with information about their national security standards, procedures and practices for the protection of Classified Information.

(3) Each Party shall allow representatives of the Competent Security Authority of the other Party to visit its own territory in order to discuss the procedures for the protection of Classified Information provided by the other Party.

(4) The Security Services of the Parties may exchange operative and/or intelligence information directly with each other in accordance with their national laws and regulations.

Article 12

Expenses

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

Article 13

Disputes Settlement

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

Article 14
Final Provisions

- (1) This Agreement is concluded for an indefinite period of time.
- (2) The Parties shall notify each other in writing through diplomatic channels of the fulfilment of the national legal requirements necessary for the entry into force of this Agreement. It shall enter into force on the first day of the second month following the date of receipt of the later notification.
- (3) This Agreement may be amended on the basis of mutual written consent by both Parties. Such amendments shall enter into force in accordance with Paragraph 2 of this Article.
- (4) Each Party may terminate this Agreement by a written notice forwarded to the other Party. The termination shall enter into force six months after the date of receipt of the notification. Notwithstanding the termination of this Agreement, all Classified Information transmitted pursuant to this Agreement shall continue to be protected in accordance with the provisions set forth herein, until the Originating Party dispenses the Receiving Party from this obligation.

Done at Sofia on 16 April 2008 in two original copies, each in the Bulgarian, Finnish 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 Finland**

