

AGREEMENT

BETWEEN

THE REPUBLIC OF BULGARIA

AND

THE SLOVAK REPUBLIC

ON MUTUAL PROTECTION AND EXCHANGE

OF CLASSIFIED INFORMATION

The Republic of Bulgaria

and

The Slovak Republic

(hereinafter referred to as "the Contracting Parties")

Considering the need to set rules regulating the mutual protection of Classified Information between the Republic of Bulgaria and the Slovak Republic, applicable to any future co-operation agreements and contracts between the Contracting Parties, other state bodies or public and private entities, containing or requiring access to Classified Information, have agreed as follows:

Article 1 **Definitions**

For the purpose of this Agreement:

- (1) "**Classified Information**" means a thing or information of whatever form, nature or method of transmission either manufactured or in 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 legislation, requires protection against unauthorised access, destruction or loss;
- (2) "**Unauthorised Access to Classified Information**" means any act or omission contrary to the interests of national security and national legislation such as disclosure, misuse, change in, damage, submission, destruction of Classified Information, as well as any other acts, resulting in breach of protection or loss of such information;
- (3) "**Security Classification Level**" means a category, according to the national legislation, which characterises importance of Classified Information, level of restriction of access to it and level of its protection as well as category on the basis of which Classified Information is marked;
- (4) "**Security Clearance**" means a positive determination stemming from a vetting procedure that shall ascertain loyalty and trustworthiness of a person or entity as well as other security aspects in accordance with the

national legislation. Such determination enables to grant the person or entity access to Classified Information of a certain level;

(5) **"Originating Party"** means the Contracting Party originating Classified Information;

(6) **"Receiving Party"** means the Contracting Party to which Classified Information is provided;

(7) **"Competent Security Authority"** means the authority which in compliance with the national legislation exercises overall control in the sphere of Classified Information protection, as well as conducts the implementation of this Agreement, and is determined as such in Article 3 of this Agreement;

(8) **"Classified Contract"** is an agreement between two or more contractors defining their enforceable rights and obligations, involving or requiring access to Classified Information;

(9) **"Contractor"** is a public entity or any other subject according to the national legislation possessing the legal capacity to conclude contracts;

(10) **"Third Party"** means an international organization or a third state that is not a party to this Agreement.

Article 2

Comparability of the Security Classification Levels

The Contracting Parties agree on mutual comparability of stated security classification levels as follows:

For the Republic of Bulgaria	For the Slovak Republic	Equivalent in English
СТРОГО СЕКРЕТНО	PRÍSNE TAJNÉ	TOP SECRET
СЕКРЕТНО	TAJNÉ	SECRET
ПОВЕРИТЕЛНО	DÔVERNÉ	CONFIDENTIAL
ЗА СЛУЖЕБНО ПОЛЗВАНЕ	VYHRADENÉ	RESTRICTED

Article 3
Competent Security Authorities

(1) The Competent Security Authorities responsible for the implementation of the present Agreement are:

For the Republic of Bulgaria:

State Commission on Information Security
Angel Kanchev 1 Str.
1000 Sofia
Republic of Bulgaria

For the Slovak Republic:

National Security Authority
Budatínska 30
850 07 Bratislava
Slovak Republic

(2) After this Agreement enters into force the Competent Security Authorities may exchange letters that identify other competent authorities with regard to the implementation of the present Agreement.

Article 4
Classified Information Protection Measures

(1) Competent Security Authorities shall take in accordance with the national legislation all necessary measures to protect Classified Information provided under this Agreement.

(2) Classified Information shall be used solely for purposes for which it has been provided and may be released only to persons who have a security clearance and who have need-to-know. No other person shall be authorized to acquaint with the provided Classified Information only on the basis of his/her rank, position or security clearance.

(3) The provided Classified Information shall not be disclosed to a third party without the prior written approval of the Competent Security Authority of the Originating Party.

Article 5

Security Clearances

The Contracting Parties shall recognize the security clearances issued in accordance with the national legislation of the other Contracting Party. The Competent Security Authorities are obliged to inform each other about any changes in the security clearances which are connected with the activities performed according to this Agreement, especially if they are revoked or the classification level is decreased.

Article 6

Marking of Classified Information

(1) Received Classified Information shall be marked by the Receiving Party with a comparable security classification level according to Article 2 of this Agreement in accordance with the national legislation of the Receiving Party.

(2) The Receiving Party shall neither change nor declassify the received Classified Information without prior written consent of the Originating Party. The Originating Party shall inform about the change of the security classification level or declassification without any delay.

Article 7

Classified Contracts

(1) Classified Contracts shall be concluded and implemented in accordance with the national legislation of each Contracting Party. Upon request the Competent Security Authorities will provide information whether a proposed contractor has been issued a security clearance, corresponding to the required security classification level.

(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 shall be released to the contractor or generated as a result of the implementation of the Classified Contract and which corresponding security classification level has been assigned to this information.

(3) The Classified Contracts shall implement the minimum standards and the security measures for protection of Classified Information in

accordance with the national legislation and the provisions of this Agreement.

(4) Classified Contracts involving Classified Information at 3A СЛЮЖЕБНО ПОЛІЗБАНЕ/VYHRADENÉ/RESTRICTED level will contain an appropriate clause identifying the minimum measures to be applied for the protection of such Classified Information.

Article 8

Transfer of Classified Information

(1) Classified Information shall be transferred from one Contracting Party to the other Contracting Party by diplomatic or military couriers.

(2) Classified Information provided by electronic transfer shall be done through cryptographic means certified in accordance with the national legislation of the Contracting Parties.

(3) The Competent Security Authorities may agree on another ways and means for transfer of Classified Information, in case the transfer by diplomatic or military couriers is of especial difficulty.

Article 9

Translation and Reproduction

(1) Translation of Classified Information may be done only by persons having the security clearance corresponding to the security classification level of the original document. The translation shall be marked with the same security classification level as the original document.

(2) In case of reproduction of Classified Information the original classification marking shall be reproduced too. Copies of Classified Information shall be limited to the required for official purposes.

(3) Translation and copies of Classified Information marked СТОГО СЕКРЕТНО/PRÍSNE TAJNÉ/TOP SECRET and СЕКРЕТНО/TAJNÉ/SECRET may be done only on the basis of a written approval of the Competent Security Authority of the Originating Party.

Article 10

Destruction

(1) Classified Information and its carriers shall be destroyed or modified in a way to prevent any possibility of reconstruction.

(2) Classified information marked as **CTPOFO CEKPETHO/PRÍSNE TAJNÉ/TOP SECRET** and **CEKPETHO/TAJNÉ/SECRET** shall not be destroyed by the Receiving Party without written consent of the Originating Party. The copy of the report on destruction of this Classified Information shall be delivered to the Competent Security Authority of the Originating Party.

Article 11

Visits

(1) Visits that require access to Classified Information in the other Contracting Party shall have a permission issued by its Competent Security Authority.

(2) A request for visit shall be sent to the Competent Security Authority of the host state, as a rule, ten working days before the planned visit.

(3) The request for visit shall include the following:

- a) name and surname of the visitor, date and place of birth, passport number;
- b) nationality of the visitor;
- c) position of the visitor and name of the institution or company (s)he is representative of, or name and closer identification of the classified contract (s)he takes part in;
- d) information on the level of security clearance of the visitor;
- e) purpose of the visit and estimated dates of arrival and departure;
- f) name of the institution or company to be visited.

(4) In case of repeated visits the Competent Security Authorities may approve the lists of regular visits. These lists shall be valid for twelve months at maximum.

Article 12
Breach of Protection of Classified Information

(1) In case of unauthorized access to Classified Information provided by the other Contracting Party or in case of presumable unauthorized access the Competent Security Authority of the Originating Party shall be informed as soon as possible.

(2) Breach of protection of Classified Information shall be investigated by the Competent Security Authority of the Contracting Party within territory of which the breach occurred. The Competent Security Authority of the other Contracting Party shall if required cooperate in the investigation and shall receive the final report on the reasons and extent the damage caused.

Article 13
Expenses

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

Article 14
Relation to Other Agreements

This Agreement does not influence the obligations in the field of protection of Classified Information resulting from other international agreements the Contracting Parties are bound by.

Article 15
Consultations and Inspections

(1) The Competent Security Authorities shall inform each other on the national legislation in force concerning the protection of Classified Information and on any amendments to it.

(2) For the purpose of cooperation in realization of the provisions of this Agreement the Competent Security Authorities shall consult each other on request.

(3) The Competent Security Authorities shall co-operate in examining the sufficient protection of provided Classified Information by performing inspections.

Article 16 Dispute Settlement

Any dispute concerning the interpretation or implementation of this Agreement shall be solved by direct consultation between the Competent Security Authorities.

Article 17 Final Provisions

- (1) This Agreement is concluded for an indefinite period of time and enters into force on the first day of the second month following the receipt of the last notification whereby the Contracting Parties inform each other of the fulfilment of all internal legal procedures necessary for its entry into force.
- (2) This Agreement may be amended on the basis of mutual written consent by both Contracting Parties. Such amendments shall enter into force in accordance with Paragraph 1.
- (3) Each Contracting Party may terminate this Agreement by a written notification. The termination shall take effect six months following the date on which the notification is received by the other Contracting Party. Even after the termination of this Agreement all the exchanged or created Classified Information shall be protected according to its provisions until the Originating Party dispenses the Receiving Party from this obligation.

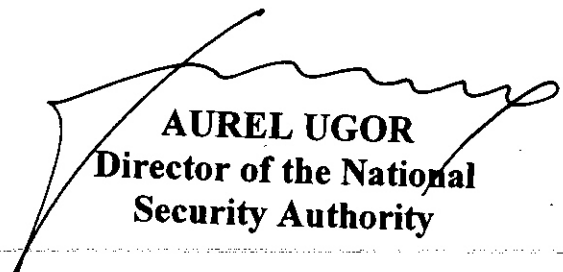
Done in Bratislava on 3 February 2006 in two originals, each in the Bulgarian, Slovak and English languages, all texts being equally authentic. In case of differences of interpretation, the English text shall prevail.

For the Republic of Bulgaria



TSVETA MARKOVA
Chairperson of the State
Commission on Information Security

For the Slovak Republic



AUREL UGOR
Director of the National
Security Authority

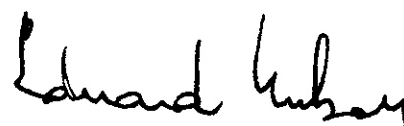
THE GOVERNMENT OF THE SLOVAK REPUBLIC

Whereas the Agreement between the Slovak Republic and the Republic of Bulgaria on Mutual Protection and Exchange of Classified Information is to be signed, the Government of the Slovak Republic have appointed and hereby appoint

Mr. Aurel U g o r ,
Director
National Security Authority of the Slovak Republic

their Plenipotentiary and vested him with Full Powers to sign the said Agreement.

Done at Bratislava on 26. January 2006



Eduard Kukan
Minister of Foreign Affairs