

AGREEMENT

BETWEEN

THE REPUBLIC OF BULGARIA

AND

THE PORTUGUESE REPUBLIC

ON THE MUTUAL PROTECTION

OF CLASSIFIED INFORMATION

The Republic of Bulgaria

and

the Portuguese Republic

Hereinafter referred to as the "Parties",

Recognising the need of the Parties to guarantee the protection of the Classified Information exchanged between them, their individuals or legal entities, under co-operation arrangements or contracts concluded or to be concluded;

Desiring to create a set of rules on the mutual protection of Classified Information exchanged between the Parties,

Agree as follows:

Article 1

Object

The present Agreement establishes the security rules applicable to all cooperation arrangements or contracts, which envisage the exchange of Classified Information, concluded or to be concluded between the competent national authorities of both Parties or by individuals or legal entities duly authorized to that purpose.

Article 2

Scope of application

1. The present Agreement sets out procedures for the protection of Classified Information exchanged between the Parties, or their individuals or legal entities.
2. Either Party may not invoke the present Agreement in order to obtain Classified Information that the other Party has received from a Third Party.

Article 3 Definitions

For the purposes of the present Agreement:

- a) **"Classified Information"** means the information, regardless of its form, nature, and means of transmission, determined in accordance with the respective Law in force to require protection against unauthorised disclosure, which has been so designated by a security classification level;
- b) **"Breach of Security"** means an act or an omission, deliberate or accidental, contrary to the respective Law in force, which results in the actual or possible compromise of Classified Information;
- c) **"Compromise"** means the situation when, due to a Breach of Security, the Classified Information has lost its confidentiality, integrity or availability;
- d) **"National Security Authority"** means the authority designated by the Party as being responsible for the implementation and supervision of the present Agreement;
- e) **"Originating Party"** means the Party which transmits Classified Information to the other Party;
- f) **"Receiving Party"** means the Party to which Classified Information is transmitted to by the Originating Party;
- g) **"Third Party"** means any international organisation or state that is not a Party to the present Agreement;
- h) **"Contractor"** means an individual or a legal entity possessing the legal capacity to conclude contracts;
- i) **"Classified Contract"** means an arrangement between two or more Contractors creating and defining enforceable rights and obligations between them, which contains or provides for access to Classified Information;
- j) **"Personnel Security Clearance"** means a determination by the National Security Authority or other relevant authority that an individual is eligible to have access to Classified Information, in accordance with the respective Law in force;
- k) **"Facility Security Clearance"** means a determination by the National Security Authority or other relevant authority that, from a security point of view, an entity has the physical and organisational capability to handle with and store Classified Information, in accordance with the respective Law in force;
- l) **"Need-to-know"** means that access to Classified Information may only

be granted to a person who has a verified requirement for knowledge of, or possession of such information in order to perform official and professional duties;

m) **"Security Classification Level"** means the indication of importance of Classified Information, level of restriction of access to it and level of its protection by the Parties and also indicates the basis of which Classified Information is marked;

n) **"Project Security Instructions"** means a compilation of security requirements which are applied to a specific project in order to standardize security procedures;

o) **"Project Security Classification Guide"** means the part of the Project Security Instructions which identifies the elements of the project that are classified and specifies their Security Classification Levels.

Article 4 **National Security Authorities**

1. The National Security Authorities responsible for the application of the present Agreement are:

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

For the Portuguese Republic:
National Security Authority
Presidency of the Council of Ministers
Av. Ilha da Madeira, 1
1400-204 Lisbon
Portugal

2. The National Security Authorities shall inform each other of any modifications concerning them.

3. The National Security Authorities shall inform each other of the respective Law in force regulating the protection of Classified Information.

4. In order to ensure close co-operation in the implementation of the present Agreement, National Security Authorities may hold consultations at the request made by one of them.

Article 5

Security rules

1. The protection and use of the Classified Information exchanged between the Parties is ruled by the following rules:

- a) The Receiving Party shall afford to the received Classified Information a level of protection equivalent to the Security Classification Levels expressly given to the Classified Information by the Originating Party;
- b) The access to Classified Information shall be restricted to persons who, in order to perform their functions, have access to the Classified Information, on a Need-to-know basis, hold a Personnel Security Clearance for access to information classified ПОВЕРЛИВО / CONFIDENTIAL / CONFIDENTIAL or above.

2. In order to achieve and maintain comparable standards of security, the National Security Authorities shall, on request, provide each other with information about their security standards, procedures and practices for protection of Classified Information.

Article 6

Equivalence of the Security Classification Levels

The Parties agree that the following Security Classification Levels are equivalent and correspond to the Security Classification Levels specified in the respective Law in force:

For the Republic of Bulgaria	For the Portuguese Republic	Equivalent in English
СТРОГО СЕКРЕТНО	MUITO SECRETO	TOP SECRET
СЕКРЕТНО	SECRETO	SECRET
ПОВЕРЛИВО	CONFIDENTIAL	CONFIDENTIAL
ЗА СЛУЖЕБНО ПОЛЗВАНЕ	RESERVADO	RESTRICTED

Article 7

Assistance for security clearance procedures

1. On request, the National Security Authorities of the Parties, taking into account their respective Law in force, shall assist each other during the clearance procedures of their nationals living or facilities located in the territory of the other Party, preceding the issue of the Personnel Security Clearance and the Facility Security Clearance.

2. The Parties shall recognise the Personnel Security Clearances and Facility Security Clearances issued in accordance with the Law in force of the other Party.

3. The National Security Authorities shall inform each other about any modifications regarding the Personnel Security Clearances and Facility Security Clearances.

Article 8

Classification, reception and alterations

1. The Receiving Party shall mark the received Classified Information with its own equivalent security classification marking, in accordance with the equivalences referred in Article 6 of the present Agreement.

2. The Parties shall mutually inform each other about all subsequent classification alterations to the transmitted Classified Information.

3. The Receiving Party shall neither downgrade nor declassify the received Classified Information without the prior written consent of the Originating Party.

Article 9

Translation, reproduction and destruction

1. Classified Information marked as **CTPOFO CEKPETHO / MUITO SECRETO / TOP SECRET** shall be translated or reproduced only upon the written permission of the National Security Authority of the Originating Party, in accordance with the respective Law in force.

2. ~~Translations and reproductions of Classified Information~~ shall be made in accordance with the following procedures:

- a) The individuals shall hold the appropriate Personnel Security Clearances;
- b) The translations and the reproductions shall be marked and placed under the same protection as the original Classified Information;
- c) The translations and the number of reproductions shall be limited to that required for official purposes;
- d) The translations shall bear an appropriate note in the language into which it is translated indicating that it contains Classified Information received from the Originating Party.

3. Classified Information marked as **CTPOFO CEKPETHO / MUITO SECRETO / TOP SECRET** shall not be destroyed and it shall be returned to the National Security Authority of the Originating Party.

4. For the destruction of Classified Information marked as **CEKPETHO / SECRETO / SECRET** prior written consent of the Originating Party is required.

5. Classified Information marked up to **ΠΟΒΕΡΠΤΕJΗΘ / CONFIDENCIAL / CONFIDENTIAL**, including, shall be destroyed in accordance with the respective Law in force.

6. In case of a situation which makes it impossible to protect and return Classified Information generated or transferred according to the present Agreement, the Classified Information shall be destroyed immediately. The Receiving Party shall notify the National Security Authority of the Originating Party about the destruction of the Classified Information as soon as possible.

Article 10 Transmission between the Parties

1. The Classified Information shall normally be transmitted between the Parties through diplomatic channels.

2. If the use of such channels would be impractical or unduly delay receipt of the Classified Information, transmissions may be undertaken by appropriately security cleared personnel, duly authorised by the Party which transmits the Classified Information.

3. Classified Information may be transmitted via protected telecommunication systems, networks or other electromagnetic means approved in accordance with the respective Law in force.

4. Delivery of large items or quantities of Classified Information arranged on a case-by-case basis shall be approved by both National Security Authorities.

5. The National Security Authority of the Receiving Party shall confirm in writing the receipt of the Classified Information.

Article 11

Use of Classified Information

1. The transmitted Classified Information shall be used only for the purpose that it has been transmitted for.

2. Each Party shall ensure that all individuals and legal entities which receive Classified Information duly comply with the obligations of the present Agreement.

3. The Receiving Party shall not transmit the Classified Information to a Third Party or to any individual or legal entity, which holds the nationality of a third state, without prior written authorization from the Originating Party.

Article 12

Classified Contracts

1. In case of Classified Contracts concluded and implemented in the territory of one of the Parties, the National Security Authority of the other Party shall obtain prior written assurance that the proposed Contractor holds a Facility Security Clearance of an appropriate level.

2. The Contractor commits itself to:

- a) Ensure that its premises have adequate conditions for the processing of Classified Information;
- b) Have an appropriate Facility Security Clearance granted to those premises;

- c) Have appropriate Personnel Security Clearances granted to persons who perform functions that require access to Classified Information;
- d) Ensure that all persons with access to Classified Information are informed of their responsibility towards the protection of Classified Information, according to the Law in force;
- e) Allow security inspections of their premises.

3. Any subcontractor must fulfil the same security obligations as the Contractor.

4. The National Security Authority shall be responsible for the supervision and control of the compliance of the Contractor with the commitments set in paragraph 2 of the present Article.

5. Every Classified Contract concluded between Contractors of the Parties, under the provisions of the present Agreement, shall include an appropriate Project Security Instructions identifying the following aspects:

- a) Project Security Classification Guide and list of Classified Information;
- b) Procedure for the communication of changes in the classification of information;
- c) Communication channels and means for electromagnetic transmission;
- d) Procedure for the transportation of Classified Information;
- e) Authorities competent for the co-ordination of the safeguarding of Classified Information related to the Contract;
- f) An obligation to notify any actual or suspected Compromise of Classified Information.

6. Copy of the Project Security Instructions of any Classified Contract shall be forwarded to the National Security Authority of the Party where the Classified Contract is to be performed to allow adequate security supervision and control.

7. Representatives of the National Security Authorities may visit each other in order to analyse the efficiency of the measures adopted by a Contractor for the protection of Classified Information involved in a Classified Contract. Notice of the visit shall be provided, at least, thirty days in advance.

Article 13

Visits

1. Visits entailing access to Classified Information by nationals from one Party to the other Party are subject to prior written authorisation given by the competent authorities in accordance with the respective Law in force.
2. The request for visit shall be submitted through the National Security Authority of the host country.
3. Visits entailing access to Classified Information shall be allowed by one Party to visitors from the other Party only if they have been:
 - a) Granted appropriate Personnel Security Clearance by the National Security Authority or other competent authority of the requesting Party; and
 - b) Authorised to receive or to have access to Classified Information on a Need-to-know basis, in accordance with the respective Law in force.
4. The National Security Authority of the Party requesting the visit shall notify the National Security Authority of the host Party of the planned visit through a request for visit, which has to be received at least thirty days before the visit or visits take place.
5. In urgent cases, the request for visit shall be transmitted at least seven days before.
6. The request for visit shall include:
 - a) Visitor's first and last name, place and date of birth, nationality, passport or identification card number;
 - b) Name of the establishment, company or organisation the visitor represents or to which the visitor belongs;
 - c) Name and address of the establishment, company or organisation to be visited;
 - d) Certification of the visitor's Personnel Security Clearance and its validity;
 - e) Object and purpose of the visit or visits;
 - f) Expected date and duration of the requested visit or visits, and in case of recurring visits, the total period covered by the visits should be stated;
 - g) Name and phone number of the point of contact at the establishment or facility to be visited, previous contacts and any other information useful to

determine the justification of the visit or visits;

h) The date, signature and stamping of the official seal of the appropriate security authority.

7. The National Security Authority of the Party that receives the request for visit shall inform, in due time, the National Security Authority of the requesting Party about the decision.

8. Visits of individuals from a Third Party, entailing access to Classified Information of the Originating Party shall only be authorized by a written consent, given by the competent authorities in accordance with the respective Law in force, through the National Security Authority of the Originating Party.

9. Once the visit has been approved, the National Security Authority of the host Party shall provide a copy of the request for visit to the security officers of the establishment, facility or organisation to be visited.

10. The validity of visit authorisation shall not exceed twelve months.

Article 14

Recurring visits

1. For any project, program or contract the Parties may agree to establish lists of authorized persons to make recurring visits. Those lists are valid for an initial period of twelve months.

2. Once those lists have been approved by the Parties, the terms of the specific visits shall be directly arranged with the competent authorities of the organizations to be visited by those persons, in accordance with the terms and conditions agreed upon.

Article 15

Breach of security

1. In case of Breach of Security related with Classified Information originated by or received from the other Party, the National Security Authority of the Party where the Breach of Security occurs shall inform the National Security Authority of the other Party, as soon as possible, and ensure the appropriate investigation.

2. If a Breach of Security occurs in a State other than the Parties, the National Security Authority of the despatching Party shall take the actions prescribed in paragraph 1 of the present Article.

3. The other Party shall, if required, co-operate in the investigation.

4. In any case, the other Party shall be informed of the results of the investigation, in writing, including the reasons for the Breach of Security, the extent of the damage and the conclusions of the investigation.

Article 16

Expenses

Each Party shall bear its own expenses incurred in connection with the application and supervision of all aspects of the present Agreement.

Article 17

Settlement of Disputes

Any dispute concerning the interpretation or application of the present Agreement shall be settled through diplomatic channels.

Article 18

Entry into force

The present Agreement shall enter into force on the thirtieth day following the receipt of the last notification, in writing and through diplomatic channels, stating that all the internal procedures of both Parties have been fulfilled.

Article 19

Amendments

1. The present Agreement may be amended on the basis of mutual written consent by both Parties.

2. The amendments shall enter into force in accordance with the terms specified in Article 18 of the present Agreement.

Article 20

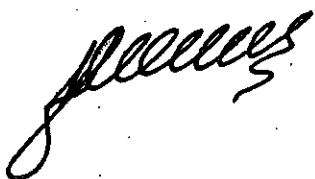
Duration and Termination

1. The present Agreement shall remain in force for an indeterminate period of time.
2. Each Party may, at any time, terminate the present Agreement.
3. The termination shall be notified, in writing and through diplomatic channels, producing its effects six months after the date of reception of the respective notification.
4. Notwithstanding the termination, all Classified Information transferred pursuant to the present 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.

In witness whereof, the undersigned, duly authorized, have signed the present Agreement.

Done at Sofia, on 14th December 2007 in two originals, each one in the Bulgarian, Portuguese and English languages, each text being equally authentic. In case of any divergence of interpretation the English text shall prevail.

**FOR THE REPUBLIC OF
BULGARIA**



**Chairperson of the State
Commission on Information
Security
Tsveta Markova**

**FOR THE PORTUGUESE
REPUBLIC**



**The Ambassador of Portugal
Mário Jesus dos Santos**