

AGREEMENT

between the Government of the Republic of Bulgaria and the Council of Ministers of Bosnia and Herzegovina on mutual protection and exchange of Classified Information

The Government of the Republic of Bulgaria and the Council of Ministers of Bosnia and Herzegovina (hereinafter referred to as the "Parties"),

Having agreed to hold talks on political and security-related issues and to broaden and tighten their political, military and economic co-operation,

Being aware of the changes in the political situation in the world and recognising the important role of their mutual co-operation for the stabilisation of peace, international security and mutual confidence,

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

Desiring to create a set of rules regulating the mutual protection of Classified Information applicable to any future co-operation agreements and classified contracts, which will be implemented between the Parties, containing or involving Classified Information,

Have agreed as follows:

Article 1 Definitions

For the purpose of this Agreement:

(1) **"Classified Information"** means information of whatever form, nature or method of transmission 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, require protection against unauthorised access or destruction.

(2) **"Unauthorised access to Classified Information"** means any form of disclosure of Classified Information, including misuse, damage, submission and incorrect classification thereof, as well as any other

actions, resulting in breach of protection or loss of such information, as well as any actions or inactions that have resulted in making the information known to an unauthorised person.

(3) **“Security classification level”** means category, according to the national laws and regulations, which characterises importance of Classified Information, level of restriction of access to it and level of its protection by the Parties and also the category on the basis of which information is marked.

(4) **“Security clearance”** means a positive determination stemming from a vetting procedure that shall ascertain loyalty and trustworthiness of an individual or legal entity as well as other security aspects in accordance with national laws and regulations. Such determination enables to grant the individual or the legal entity access and allow them to handle Classified Information on a certain level without security risk.

(5) **“Originating Party”** means the Party initiating Classified Information.

(6) **“Receiving Party”** means the Party to which Classified Information is transmitted.

(7) **“Competent Authority”** means the authority, which in compliance with the national laws and regulations of the respective Party performs the State policy for the protection of Classified Information, exercises overall control in this sphere as well as conducts the implementation of this Agreement. Such authorities are listed in Article 5 of this Agreement.

(8) **“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.

(9) **“Classified Contract”** means an agreement between two or more contractors, which contains or provides for access to Classified Information.

(10) **“Need-to-know” principle** means the necessity to have access to Classified Information in connection with official duties and/or for the performance of a concrete official task.

(11) **“Third Party”** means any international organization or any state, including individuals or legal entities, under its jurisdiction, that is not a Party to this Agreement.

(12) **“Breach of security”** means an act or an omission contrary to the national laws and regulations, which results or may result in an unauthorised access or destruction of Classified Information.

Article 2

Objective

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

Article 3

Security Classification Levels

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:

For the Republic of Bulgaria	For Bosnia and Herzegovina	Equivalent in English
СТРОГО СЕКРЕТНО	VRLO TAJNO	TOP SECRET
СЕКРЕТНО	TAJNO	SECRET
ПОВЕРЛИВО	POVJERLJIVO	CONFIDENTIAL
ЗА СЛУЖБЕНО ПОЛЗВАЊЕ	INTERNO	RESTRICTED

Article 4

Security Principles

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

(2) The protection and use of the Classified Information exchanged between the states of the Parties is ruled by the following principles:

- a) the Receiving Party shall assign to the received Classified Information level of protection equivalent to the markings expressly given to the Classified Information by the Originating Party;
- b) the access to Classified Information is restricted to persons who, in order to perform their functions, must have access to the Classified Information on a "need to know" basis and have personnel security clearance for access to Classified Information;
- c) the Receiving Party shall not transmit Classified Information to a third Party without prior written authorization from the Originating Party;
- d) the Receiving Party may neither downgrade the classification nor declassify the transmitted Classified Information without prior written consent from the Originating Party;
- e) Classified Information transmitted from one Party to the other shall be used only for the specific purpose it has been provided for.

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

Article 5

Competent Authorities

(1) The Competent Authorities of the Parties are:

For the Republic of Bulgaria:

- State Commission on Information Security;

For Bosnia and Herzegovina

- Ministry of Security of Bosnia and Herzegovina
National Security Authority.

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

(3) In order to ensure close co-operation in the implementation of the present Agreement, the Competent Authorities may hold consultations at the request made by one of them.

(4) The respective Competent Authorities may conclude executive documents in relation with this Agreement.

(5) The Parties shall inform each other through diplomatic channels of any modification of their Competent Authorities.

Article 6

Assistance in Vetting Procedures

(1) On request, the Competent Authorities, taking into account the national laws and regulations of their states, shall assist each other during the vetting procedures of their citizens residing in the territory of the state of the other Party, preceding the decision on the personnel security clearance.

(2) The Parties shall recognise the personnel security clearance issued in accordance with the national laws and regulations of the state of the other Party. The security clearance shall be equivalent in compliance with Article 3.

(3) The Competent Authorities shall communicate to each other any information related to changes in the personnel security clearance, particularly concerning cases of withdrawal of the clearances or downgrading of its classification level.

Article 7

Transfer of Classified Information

(1) As a rule, Classified Information shall be transferred by means of diplomatic 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 Information.

(2) Classified Information may be transmitted via protected telecommunication systems, networks or other electromagnetic 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 Information may only be used if agreed upon between the Competent Authorities.

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

Article 8

Translation, Reproduction and Destruction

(1) Classified Information marked with a security classification level CTPOFO CEKPETHO/ VRLO TAJNO/ TOP SECRET shall be translated or reproduced only by written permission of the Competent Authority of the Originating Party.

(2) All translations of Classified Information shall be made by individuals who have appropriate security clearance. Such translation shall bear an equal security classification marking.

(3) When Classified 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 control as the original information. The number of copies shall be limited to that required for official purposes.

(4) Classified Information shall be destroyed or modified insofar as to prevent its reconstruction in whole or in part.

(5) The Originating Party may expressly prohibit reproduction, alteration or destruction of Classified Information by marking the relevant carrier of Classified Information or sending subsequent written notice. If destruction of the Classified Information is prohibited, it shall be returned to the Competent Authority of the Originating Party.

(6) Classified Information of CTPOFO CEKPETHO/ VRLO TAJNO/ TOP SECRET security classification level shall not be destroyed. It shall be returned to the Competent Authority of the Originating Party.

(7) In case of a situation, which makes it impossible to protect and return Classified Information generated or transferred according to this

Agreement the Classified Information shall be destroyed immediately, in accordance with national laws and regulations. The Receiving Party shall notify the Competent Authority of the Originating Party about the destruction of the Classified Information as soon as possible.

Article 9

Classified Contracts

(1) Upon request, Competent Authorities shall confirm that proposed contractors and persons that are involved in precontract negotiations or in the application of classified contracts, have adequate Security Clearances.

(2) Competent Authorities may request security inspection in the facility, in order to ensure continuous respect of security standards in accordance with national laws and regulations.

(3) Classified Contracts shall contain security section/ annex on security requirements and on classification level of each element of classified contract. Copy of the security section/ annex shall be forwarded to Competent Authority of the Party under whose jurisdiction contract is implemented.

(4) Contracts involving Classified Information at 3A СЛЮЖЕБНО ПОЛІТБАНЕ /INTERNO/ RESTRICTED levels will contain an appropriate clause identifying the minimum measures to be applied for the protection of such Classified Information. Security clearance shall not be necessary for this kind of contracts.

Article 10

Visits

(1) Visits involving access to Classified Information by nationals from the state of one Party to the state of the other Party are subject to prior written approval given by the Competent Authority of the host Party.

(2) Visits involving access to Classified Information shall be allowed by the state of one Party to visitors from the state of the other Party only if they have been:

a) Granted appropriate personnel security clearance by the Competent Authority of the sending state;

b) Authorized to receive or to have access to Classified Information in accordance with their national laws and regulations.

(3) Visits involving access to Classified Information by nationals from a third state shall only be authorized by a common agreement between the Parties.

(4) The Competent Authority of the sending state shall notify the Competent Authority of the host state of the planned visit through a request for visit, which has to be received at least thirty days before taking place.

(5) In urgent cases, the request for visit shall be sent at least seven days before.

(6) The request for visit shall include:

- a) Visitor's name and surname, place and date of birth, nationality, passport or identification document number;
- b) Name of the entity the visitor represents or to which the visitor belongs;
- c) Name and address of the entity to be visited;
- d) Certification of the visitor's personnel security clearance and its validity;
- e) Object and purpose of the visit;
- f) Expected date and duration of the requested visit. In case of recurring visits the total period covered by the visits shall be stated;
- g) The date, signature and stamping of the official seal of the Competent Authority.

(7) Once the visit has been approved the Competent Authority of the host state shall provide a copy of the request for visit to the security officers of the legal entity to be visited.

(8) The validity of visit approval shall not exceed one year.

(9) The Competent Authorities may draw up lists of individuals authorized to make recurring visits. The lists are valid for an initial period of twelve months. The terms of the respective visits shall be directly arranged with the appropriate points of contact in the entity to be visited by these individuals, in accordance with the terms and conditions agreed upon.

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

Article 11

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 carry out 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 dispatching Party shall take the actions under Paragraph 1, 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 12

Expenses

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

Article 13

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 reception of the latest written notice whereby the 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 Parties. Such amendments shall enter into force in accordance with Paragraph 1 of this Article.

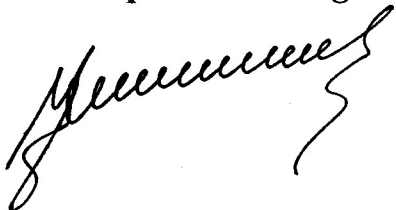
(3) Each Party may terminate this Agreement by written notice forwarded to the other Party. The termination shall enter into force six months after the date of receipt of the notification. Notwithstanding the termination of this Agreement, all Classified Information transferred pursuant to this Agreement shall continue to be protected in accordance with the provisions

set forth herein, until the Originating Party dispenses the Receiving Party from this obligation.

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

Done at Sarajevo on 18th March 2011 in two original copies, each in the Bulgarian, official languages of Bosnia and Herzegovina (Bosnian, Croatian, Serbian) and English language, all texts being equally authentic. In case of any divergence of interpretation, the English language text shall prevail.

**For the Government of
the Republic of Bulgaria**



**For the Council of Ministers
of Bosnia and Herzegovina**

