

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF BULGARIA

AND

**THE GOVERNMENT OF THE REPUBLIC OF
AZERBAIJAN**

**ON MUTUAL PROTECTION AND EXCHANGE OF
CLASSIFIED INFORMATION**

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

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

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

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

Desiring to create rules and standards 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 security interests and national laws and regulations of the states of the Parties, require protection against unauthorised access or destruction.

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

(3) **"Classified Document"** means any form of recorded Classified Information, regardless of its characteristics or type of recording media.

(4) **"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 their manufacture, containing Classified Information.

(5) **"Security classification level"** means category, according to the national laws and regulations of the states of the Parties, 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.

(6) **"Classification marking"** means a mark on any classified material, which shows the security classification level.

(7) **"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 of the states of the Parties. 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.

(8) **"Originating Party"** means the Party initiating Classified Information.

(9) **"Receiving Party"** means the Party to which Classified Information is transmitted.

(10) **"Competent Authority"** means the authority, which in compliance with the national laws and regulations of the states of the Parties 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.

(11) **"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.

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

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

(14) **"Third Party"** means a state or international organization, which is not a Party to this Agreement or an individual or legal entity, which does not respond to the national requirements of access to Classified Information, including the "need-to-know" principle.

(15) **"Declassification of Information"** means the removal of the security classification level.

(16) **"Breach of security"** means an act or omission contrary to the national laws and regulations of the states of the Parties, which results or may result in an unauthorised access to 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

(1) 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 states of the Parties:

For the Republic of Bulgaria	For the Republic of Azerbaijan
СЕКРЕТНО	TAM MdXFI
ПОВЕРИТЕЛНО	MdXFI
ЗА СЛУЖЕБНО ПОЛЗВАНЕ	No equivalent

(2) Bulgarian Classified Information marked as ЗА СЛУЖЕБНО ПОЛЗВАНЕ released to the Republic of Azerbaijan shall be protected as Classified Information marked as M5XFI.

Article 4

National measures

(1) In compliance with the national laws and regulations of their states, 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 Parties shall in due time inform each other about any changes in the national laws and regulations of their states affecting the protection of Classified Information. In such cases, the Parties shall inform each other in compliance with Paragraphs 3 and 4 of Article 5 in order to discuss possible amendments to this Agreement. Meanwhile, the Classified Information shall be protected according to the provisions of the Agreement, unless otherwise agreed in writing.

(3) No individual shall be entitled to access to Classified Information solely by virtue of his or her rank, official position or security clearance. Access to Classified Information shall be granted only to those individuals who have been issued a security clearance and in accordance with the "need to know" principle.

(4) The Receiving Party is obligated:

a) not to disclose Classified Information to a Third Party without a prior written consent of the Competent Authority of the Originating Party;

b) to grant Classified Information a security classification level equivalent to that provided by the Originating Party in compliance with Article 3 of this Agreement;

c) not to use Classified Information for other purposes than those it has been provided for;

d) to guarantee the private rights such as patent rights, copyrights or trade secrets that are involved in Classified Information.

(5) If any other Agreement concluded between the Parties contains stricter regulations regarding the exchange or protection of Classified Information, these regulations shall apply.

Article 5

Competent Authorities

(1) The Competent Authorities of the Parties are:

For the Government of the Republic of Bulgaria:
- State Commission on Information Security;

For the Government of the Republic of Azerbaijan
- Ministry of National Security.

The Competent Authorities shall carry out cooperation specified in this Agreement under their competence in accordance with the national laws and regulations of their states.

(2) The Competent Authorities shall inform each other of the national laws and regulations of their states 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) In order to achieve and maintain comparable standards of security, the respective Competent Authorities shall, on request, provide each other with information about the security standards, procedures and practices for protection of Classified Information employed by the respective Party.

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

Article 6

Transfer of Classified Information

(1) As a rule, Classified Information shall be transferred by means of diplomatic or military couriers or by other means satisfying the requirements of the national laws and regulations of the states 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 the state 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 7

Translation, reproduction, destruction

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

(2) 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.

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

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

(5) In case of crisis 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. The Receiving Party shall notify the Originating Party about the destruction of the Classified Information as soon as possible.

Article 8

Classified contracts

(1) Classified Contract shall be concluded and implemented in accordance with the national laws and regulations of state of each Party. Upon request, the Competent Authority of each Party shall provide information 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 Authority of each Party may request for that contractor to be security cleared.

(2) A security annex shall be an integral part of each classified contract or subcontract. In this annex the contractor of the Originating Party shall specify which Classified Information will be released to or generated

by the Receiving Party and which corresponding security classification level has been assigned to this information.

(3) The contractor's obligation to protect the Classified Information shall, in all cases, refer, at least to the following:

a) an obligation that the contractor shall disclose the Classified Information only to a person who has been previously security cleared for access with regard to the relevant contract activities, who has "need-to-know" and who is employed or engaged in the carrying out of the contract;

b) the means to be used for the transfer of the Classified Information;

c) the procedures and mechanisms for communicating the changes that may arise in respect of Classified Information either because of changes in its security classification level or because protection is no longer necessary;

d) the procedure for the approval of visits, access or specification of security measures for protection of Classified Information related to the contract;

e) an obligation to notify in due time the contractor's Competent Authority of any actual, attempted, or suspected unauthorised access to Classified Information of the contract;

f) usage of the Classified Information under the contract only for the purposes related to the subject matter of the contract;

g) strict adherence to the procedures for destruction of the classified material;

h) provision of Classified Information under the contract to any third party only with the written consent of the Competent Authority of the Originating Party.

(4) The measures required for the protection of Classified Information as well as the procedure for assessment of and indemnification for possible losses caused to the contractors by unauthorised access to Classified Information shall be specified in more detail in the respective classified contract.

Article 9

Visits

(1) Security experts of the Competent Authorities may hold regular meetings to discuss the procedures for protection of Classified Information.

(2) Visitors shall receive prior authorization from the Competent Authority of the host state only if they are authorised for access to

Classified Information in accordance with the national laws and regulations of their states and if they need access to Classified Information or to premises where Classified Information is originated, handled or stored.

(3) Visiting procedures shall be agreed between the Competent Authorities.

(4) The request for visit shall contain the following information:

- a) name of the visitor, date and place of birth, passport (ID card) number;
- b) citizenship of the visitor;
- c) position title of the visitor and name of the organization he/she represents;
- d) security clearance of the visitor of appropriate classification level;
- e) *пифове*, proposed working program and planned date of the visit;
- f) names of organizations and facilities requested to be visited.

(5) The Competent Authorities of 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. Once those lists have been approved by the Competent Authorities of the Parties, the terms of the specific visits shall be directly arranged with the appropriate authorities of the organizations to be visited by those persons, in accordance with the terms and conditions agreed upon.

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

Article 10

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 initiate/ensure 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 11

Disputes

Any dispute regarding the interpretation or application of this Agreement shall be settled by negotiation and consultation between the Parties.

Article 12

Expenses

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

Article 13

Language of Cooperation

The cooperation under this Agreement shall be effected in the English language.

Article 14

Final Provisions

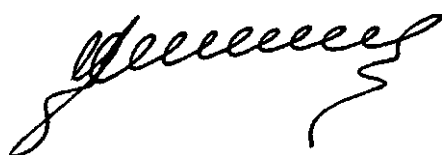
(1) This Agreement is concluded for an indefinite period of time and enters into force on the date of receiving through diplomatic channels the latest notice whereby the Parties inform each other of the fulfillment of all internal legal procedures necessary for its entry into force.

(2) This Agreement may be amended on the basis of mutual written consent by both Parties. Such amendments shall be an integral part of this Agreement and made official in a form of separate protocols and enter into force in accordance with Paragraph 1.

(3) Each Party may terminate this Agreement by written notice forwarded through diplomatic channels to the other Party. The termination shall enter into force six months after the date of receipt of the notification.

(4) 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.

Done at *Baku* on *14 NOVEMBER 2014* in 2 original copies, each in the Bulgarian, Azerbaijani and English languages, 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 Government of
the Republic of Azerbaijan**