

Introduction

The Government of the Republic of Bulgaria and the Government of the Republic of Turkey (hereinafter referred to individually as Party, collectively as Parties),

Intending to ensure security of the Classified Information or Classified Project related to defence industry that has been classified in the country of each Party and transferred to the country of the other Party and/or generated by mutual cooperation between the Competent Security Authority/National Security Authority or the Organisations in its country, of the Parties,

Desiring to lay down roughly the procedures and principles for ensuring the security of the Classified Information, Document and Material to be involved in the Contracts defined in the fifth paragraph of the Article III of this Agreement and signed in the framework of defence industry cooperation between the Competent Security Authority/National Security Authority and/or the Organisations in its country, of the Parties, during their mutual protection and exchange and/or joint production,

Noting the provisions of "Agreement between the Government of the Republic of Bulgaria and The Government of the Turkish Republic regarding cooperation in the military technical fields" signed on 11.03.1993, in Sofia (In case of divergence in the field of Classified Information protection, between the provisions of the "Agreement between the Government of the Republic of Bulgaria and The Government of the Turkish Republic regarding cooperation in the military technical fields" signed on 11.03.1993 and the provisions of this Agreement, the latter shall be applied),

Confirming that this Agreement shall not affect the commitments arising from other international agreements to which both country is a party and shall not be used against the interests, security and territorial integrity of other states,

HAVE AGREED AS FOLLOWS:

ARTICLE I PURPOSE

The purpose of this Agreement is to establish the procedures and principles for ensuring security in the cooperation activities carried out between the Competent Security Authority/National Security Authority and/or the Organisations in its country, of the Parties on defence industry.

ARTICLE II SCOPE

This Agreement covers the Competent Security Authority/National Security Authority empowered in accordance with the national legislation of the Parties and the Organisations defined in the tenth paragraph of the Article III of this Agreement.

ARTICLE III DEFINITIONS

1. **"Bilateral Discussion Group"** means the discussion group comprising of representatives to be authorised within the framework of the national legislation of the Parties for the purpose of amendment and revision of this Agreement, settlement of disputes arising from interpretation and implementation of this Agreement and determination of damages and losses to be incurred due to violation of security in the defence industry cooperation activities carried out between the Competent Security Authority/National Security Authority and/or the Organisations in its country, of the Parties.

2. **"Classified Information"** means all kinds of defence industry information, document, material or data saved computer material in any way as well as other electronic devices with data saving process to which a security classification level has been attributed and which requires protection against unauthorized access or destruction according to the national legislation of the Parties.

3. **"Classified Project"** means all kinds of works within the scope of the Classified Contract.

4. **"Competent Security Authority/National Security Authority"** means legal entities authorised on defence industry security and responsible for implementation of this Agreement as specified in Article IV.

5. **"Classified Contract"** means any agreement/arrangement (including pre-contractual negotiations) signed so as to implement the Classified Projects related to defence industry within the scope of cooperation activities between the Competent Security Authority/National Security Authority and/or the Organisations in its country, of the Parties.

6. **"Facility Security Certificate"** means the official document certifying that the protective measures projected is commensurate with the required security classification by considering the location of the facility, environmental conditions and the possible external and internal threats to be posed so as to ensure the physical security requirements for the Classified Information.

7. **"Guest Personnel"** means any personnel who visit the Organisation where the Classified Information has been existed or where the Classified Project carries out.

8. **"Host Country"** means the country receiving the Guest Personnel during the visits to be made in the scope of cooperation to be made on defence industry by the Competent Security Authority/National Security Authority and/or the Organisations in its country, of the Parties.

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

10. **"Organisation"** means the government entities or private companies, irrespective of the type of proprietorship, where the Classified Information has been existed or where the Classified Project carries out or which involve the implementation of the Classified Contracts.

11. **"Originating Party"** means the Competent Security Authority/National Security Authority or the Organisation, which is the owner and/or the originator of the Classified Information or the Classified Project and/or transfers them to the Recipient Party.

12. **"Personnel Security Certificate"** means the official document certifying that the person can be able to have access to the Classified Information or the Classified Project within the framework of Need-to-Know Principle or making it possible to give entrance permission to classified area where they are maintained or conducted.

13. **"Recipient Party"** means the Competent Security Authority/ National Security Authority or the Organisation receiving the Classified Information or the Classified Project from the Originating Party.

14. **"Third Party"** means a state or international organisation, which is not a Party to this Agreement or a Contractor, which does not respond to the national requirements of access to Classified Information, including the "need-to-know" principle.

ARTICLE IV

COMPETENT SECURITY AUTHORITY/ NATIONAL SECURITY AUTHORITY

The Competent Security Authority/ National Security Authority responsible for implementation of this Agreement are defined as follows:

For the Republic of Bulgaria:

- State Commission on Information Security,
National Security Authority;

For the Republic of Turkey:
- Ministry of National Defence of the Republic of Turkey,
Technical Services Department.

ARTICLE V

SECURITY CLASSIFICATION LEVELS

1. Within the framework of the security measures prescribed by the respective national legislation, the Competent Security Authority/ National Security Authority and the Organisations in its country, of the Parties commit to duly ensure the protection of the Classified Information and the Classified Project, exchanged between themselves or generated by mutual cooperation, and adopt the equivalence of levels of classification as shown in the table below, in Bulgarian, Turkish and English:

For the Republic of Bulgaria:	For the Republic of Turkey:	Equivalent in English
"СТРОГО СЕКРЕТНО"	"ÇOK GİZLİ"	"TOP SECRET"
"СЕКРЕТНО"	"GİZLİ"	"SECRET"
"ПОВЕРИТЕЛНО"	"ÖZEL"	"CONFIDENTIAL"
"ЗА СЛУЖЕБНО ПОЛЗВАНЕ"	"HİZMETE ÖZEL"	"RESTRICTED"

2. The Competent Security Authority/National Security Authority and the Organisations in its country, of each Party commit to mark the Classified Information they receive from the Competent Security Authority/National Security Authority or the Organisations in its country, of the other Party, with its own level of national security classification and English equivalent in the table, in accordance with the security classification levels displayed in the above table.

3. The Competent Security Authority/National Security Authority of the Parties commit to mutually inform each other about the changes made in the security classification levels.

ARTICLE VI

CHANGES OR CANCELLATION OF SECURITY CLASSIFICATION LEVELS

1. The security classification level given to the Classified Information or the Classified Project can be increased, decreased or cancelled by the Originating Party which has classified them. Such a decision of change or cancellation shall immediately be notified by the Originating Party to the Recipient Party which shall enforce the decision of change or cancellation.

2. The security classification level to be given to the information or project mutually generated in the process of cooperation between the Competent Security Authority/National Security Authority and/or the Organisations in its country, of the Parties shall be determined by mutual consent of the Competent Security Authority/National Security Authority and/or the Organisations in its country, of the Parties. In case of disagreement over the security classification level to be given to such information or project, the level proposed by one of the Competent Security Authority/National Security Authority and/or the Organisations in its country, of the Parties and higher than the other shall be adopted.

3. The security classification level given to the information or the project mutually generated in the process of cooperation shall be changed or cancelled by mutual consent of the Competent Security Authority/National Security Authority and/or the Organisations in its country, of the Parties.

ARTICLE VII

TRANSFER OF THE CLASSIFIED INFORMATION

1. The Classified Information will be transmitted on a government-to-government basis through diplomatic channels.

However, in urgent cases or on condition that it is stated in the Classified Contracts, the Classified Information up to and included security classification level „CEKPETHO"/„GİZLİ"/„SECRET" can be carried by a courier from the organization who has the Personnel Security Certificate at appropriate security classification level. These persons shall be provided with an authorisation in accordance with the national legislation of the Parties.

2. Transfer of information marked with the security classification level of „CTΠOΓO CEKPETHO"/„ÇOK GİZLİ7„TOP SECRET" shall be carried out in accordance with the procedures and principles to be defined in the project security instruction to be prepared for each Classified Project and definite measures shall be taken to prevent access to these information.

3. Transfer of information marked with the security classification level of „CEKPETHO"/„GİZLİ"/„SECRET" or „ДОВЕРИТЕЛНО"/„02ЕБ"/ „CONFIDENTIAL" shall be carried out by courier and such kind of information shall be transferred in a sealed package.

4. Information marked with the level of security classification of „ЗА СЛУЖЕБНО ПОЛЗБАНЕ"/„HİZMETE ÖZEL"/„RESTRICTED" may be transmitted by mail/cargo to the recipients in its country of the other Party if the national legislation allows so.

5. In case of transferring a large consignment containing Classified Information, the Competent Security Authority/National Security Authority shall mutually agree on and approve the means of transportation, the route and the other security measures.

ARTICLE VIII

TRANSLATION, REPRODUCTION AND DESTRUCTION OF THE CLASSIFIED INFORMATION

1. Information marked with the security classification level of „СЪРГО CEKPETHO"/„CEKPETHO"/„ÇOK GİZLİ"/„GİZLİ"/„TOP SECRET"/„SECRET" shall be able to be translated or duplicated only by prior written consent of the Competent Security Authority/National Security Authority of the country of the Originating Party.

2. Translation of any classified information shall be made by persons who have the Personnel Security Certificate at appropriate level. All translations shall involve an appropriate security classification marking and annotations indicating that the classified document is received from the Originating Party. Documents translated accordingly shall be subject to the same control and protection with the original text.

3. When the Classified Information is reproduced, all original security markings thereon shall be placed on each copy, as well. Such reproduced information shall be subject to the same control and protection with the original information. The number of copies shall be limited to the extent required for official purposes.

4. The Classified Information shall be destroyed or changed in a way to prevent re-gathering of the parts either partially or totally. However when its term or the purpose of usage is ended, information marked with the security classification level of „СЪРГО CEKPETHO"/„ÇOK GİZLİ"/„TOP SECRET" shall be returned by the Recipient Party to the Originating Party instead of being destroyed, unless otherwise decided by the Competent Security Authority/National Security Authority of the Parties with mutual understanding.

ARTICLE IX USAGE OF THE CLASSIFIED INFORMATION OR THE CLASSIFIED PROJECT

1. The Classified Information exchanged and/or generated by mutual cooperation between the Competent Security Authority/National Security Authority and/or the Organisations in its country, of the Parties, shall be only used in line with the purpose of transfer.

2. "Know-how" and other intellectual property rights concerning the Classified Information or the Classified Project shall be respected reciprocally. Other aspects thereof shall be specified in detail in the Classified Contracts or project security instructions/security annex to be made separately for each Classified Project within the framework of this Agreement.

3. The Classified Information or the Classified Project shall not be disclosed to a Third Party without prior written consent of the Competent Security Authority/National Security Authority of the country of the Originating Party.

4. The Classified Information or the Classified Project may be disclosed only to persons who are duly authorised and who have obtained the appropriate Personnel Security Certificate from their Competent Security Authority/National Security Authority stated in the Article IV of this Agreement in conformity with the Need-to-Know Principle.

ARTICLE X PROTECTION OF THE CLASSIFIED INFORMATION OR THE CLASSIFIED PROJECT

1. The Competent Security Authority/National Security Authority and the Organisations in its country, of the Parties shall take all necessary measures for the protection of the Classified Information and the Classified Project generated or transferred following the mutual cooperation and shall also ensure at least the same protection for such information as stipulated for their own Classified Information or the Classified Project with equal security classification level.

2. Protection of information and project marked with the security classification level of „СТРОГО СЕКРЕТНО"/„ÇOK GİZLİ"/„TOP SECRET" shall be ensured by taking additional security measures to be defined in project security instructions/security annex that shall be prepared for each project, separately.

3. In case the Classified Information or the Classified Project exchanged or generated within the scope of cooperation, is delivered to private

companies or kept in the facilities of these companies, the Facility Security Certificate with the appropriate level as issued by the Competent Security Authority/National Security Authority in the country of these companies should be required, and such information shall be given in conformity with the Need-to-Know Principle.

4. The obligations of the Competent Security Authority/National Security Authority and the Organisations in its country, of the Parties for protection of the Classified Information and the Classified Project and the prevention of their disclosure shall continue to apply infinitely even after termination of this Agreement.

ARTICLE XI

PROJECT SECURITY INSTRUCTION/SECURITY ANNEX TO CLASSIFIED CONTRACT

1. Project security instruction/security annex covering the measures to be taken for ensuring the security within the project shall be prepared as an annex to the Classified Contract to be signed for each project defined with security classification level higher than „3A СЛЮЖЕБНО ПОЛІЗБАHE"/„HİZMETE ÖZEL"/ „RESTRICTED" to be carried out within the scope of cooperation between the Competent Security Authority/National Security Authority and/or the Organisations in its country, of the Parties.

2. Classified Contract shall be concluded in accordance with the national legislation when the contracting authority is a government body.

3. The project security instructions/security annex shall contain at least the following aspects:

a. Organisations to be involved in the project and their responsibilities and obligations within the scope of project.

b. Security Classification definitions, if applicable.

c. The security measures to be taken for protection of the Classified Information and the Classified Project.

d. The procedures for transferring, using and/or delivering the Classified Information.

e. The contractor obligations to disclose the Classified Information 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.

ARTICLE XII SECURITY VIOLATION

1. In case of a security violation, the Competent Security Authority/National Security Authority in whose country a security violation occurred shall inform the Competent Security Authority/National Security 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 the event of violation of the rules laid down for ensuring the security of the Classified Information or the Classified Project, due to intentional or negligent acts of the Competent Security Authority/National Security Authority and/or the Organisations in its country, of any Party, a Bilateral Discussion Group shall be established for determination of damages and losses to be incurred due to negligence, considering reciprocity principles between the Parties.

3. Any loss or damage to be incurred due to violation of security rules shall be determined by the Bilateral Discussion Group considering the national legislation of both countries.

4. Such loss and damage shall be ensured to be compensated based on a decision of the competent authorities of the Parties.

ARTICLE XIII VISITS

1. The visits to the facilities of the Organisations in the country of each Party within the scope of cooperation activities between the Competent Security Authority/National Security Authority and/or the Organisations in its country, of the Parties shall be made upon receiving the written authorisation of the Competent Security Authority/National Security Authority of the Host Country.

2. Visits that are not requiring access to the Classified Information or the Classified Project or to the areas where they are being kept or processed or carried out, shall be made in compliance with the national legislation of the Host Country.

3. Visits that are requiring access to the Classified Information or the Classified Project or to the areas where they are being kept or processed or carried out shall only be made upon receiving the written authorisation of the Competent Security Authority/National Security Authority of the Host Country for the persons who have the Personnel Security Certificate at the appropriate security classification level.

4. Visits that are requiring access by the citizens of the state of a Third Party to the Classified Information or the Classified Project shall only be made upon mutual consent, in writing, of the Competent Security Authority/National Security Authority of the Parties.

5. The requests for visits shall be notified to the Competent Security Authority/National Security Authority of the Host Country, in writing, at least 21 (twenty-one) days prior to the proposed date of visit.

6. The form of request for visit shall be prepared for each visit to include the following information below:

a. The Guest Personnel's name and surname, date and place of birth, nationality, passport number and position,

b. The proposed date and anticipated length of visit,

c. The level of the Personnel Security Certificate and type of information, document, material or project to be accessed as well as the security classification level if the Guest Personnel shall access to the Classified Information or the Classified Project,

d. The names of the facilities, premises and places to be visited and the purpose of visit,

e. The names, surnames and official titles of the persons who will receive the Guest Personnel,

f. The date of request, signature and official stamp of the Competent Security Authority/National Security Authority of the country sending the Guest Personnel.

7. The Competent Security Authority/National Security Authority 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 Security Authority/National Security Authority 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. The Competent Security Authority/National Security Authority should be informed after conducting the visits.

8. In case of death, illness or injury of the Guest Personnel during the visits made to the facilities of the Organisations in its country of any Party, the Organisation receiving the Guest Personnel shall immediately inform the Organisation sending the Guest Personnel about the case.

ARTICLE XIV GENERAL PROVISIONS

1. The Competent Security Authority/National Security Authority of the Parties should consult each other to apply the procedures,

arrangements and measures concerning the security of the Classified Information or the Classified Project to be exchanged and/or to be generated by mutual cooperation within the framework of the multinational defence industrial cooperation programs to which either country is/will be a party.

2. The Facility Security Certificate and the Personnel Security Certificate granted to the persons or the Organisations in its country, by the Competent Security Authority/National Security Authority of each Party, in accordance with the national legislations shall be recognised by the Competent Security Authority/National Security Authority of the other Party.

3. The Organisations in its country of the Parties and their representatives cannot participate in the preparation and implementation of Classified Contracts or project security instructions covering the Classified Information without having the Facility Security Certificate or Personnel Security Certificate at appropriate security classification level granted to them by the Competent Security Authority/National Security Authority, in accordance with the national legislation.

ARTICLE XV FINANCIAL MATTERS

1. The expenditures of the Competent Security Authority/National Security Authority or the Organisations in its country, of any Party, arising from the implementation of measures to ensure the security of the Classified Information or the Classified Project, shall not be reimbursed by the Competent Security Authority/National Security Authority or the Organisations in its country, of the other Party.

2. The board, accommodation, travel expenses, daily wages and other financial obligations of the Guest Personnel regarding visits to be made for the purpose of implementation the projects carried out between the Competent Security Authority/National Security Authority and/or the Organisations in its country, of the Parties shall be borne by the Party sending the Guest Personnel.

3. The Guest Personnel shall be subject to the current regulations of the Host Country in terms of the goods and services to be purchased during their stay in the Host Country.

ARTICLE XVI AMENDMENTS

1. Amendments to this Agreement may be proposed by each Party with a written notification.

2. Negotiations to be conducted for the purpose of amendment as requested by sending a written notification to the Competent Security Authority/National Security Authority of the other Party shall start in the Bilateral Discussion Group which shall be established on the basis of authorisation to be received within the framework of national legislation of the Parties within utmost 30 (thirty) days following the receipt of request in writing.

3. Amendments shall enter into force in accordance with the Article XIX.

4. The issues on which mutual agreement cannot be reached subsequent to the amendments shall be handled within the framework of the Article XVII.

ARTICLE XVII SETTLEMENT OF DISPUTES

1. The disputes arising from the interpretation or implementation of this Agreement between the Parties will only be resolved by means of negotiating in the Bilateral Discussion Group to be established as defined in the second Paragraph of the Article XVI. The disputes shall not be referred to any national, international tribunal or to a Third Party for settlement.

2. In case the Bilateral Discussion Group to be established for the purpose of amendment of the Agreement or settlement of disputes cannot be formed within 30 (thirty) days after the written request of the Competent Security Authority/National Security Authority of one of the Parties or an agreement cannot be reached within 60 (sixty) days in the Bilateral Discussion Group established for the purpose, the issue shall be settled at the level of the National Security Authority (State Commission on Information Security) of the Republic of Bulgaria and Deputy Undersecretary of the Ministry of National Defence of the Republic of Turkey.

3. In case of paragraph 2 of this Article, the negotiations shall be started within 30 (thirty) days after the issue conveyed to the National Security Authority (State Commission on Information Security) of the Republic of Bulgaria and the Deputy Undersecretary of the Ministry of

National Defence of the Republic of Turkey, and in case no result is achieved within 45 (forty-five) days, each Party may terminate this Agreement in accordance with the provision in the second paragraph of the Article XVIII.

4. The Competent Security Authority/National Security Authority and the Organisations in its country, of the Parties shall continue to fulfil all their obligations except for the ones related to dispute under this Agreement, over the entire course of amendment and the settlement of disputes.

ARTICLE XVIII

EFFECTIVENESS PERIOD AND TERMINATION

1. The effectiveness period of this Agreement is 1 (one) year. However, in case any Party does not send a written notification for termination through diplomatic channels utmost 30 (thirty) days prior to the expiry date of this Agreement, the effectiveness period shall be considered to have been prolonged for one year terms automatically. Nevertheless, the Parties can terminate the Agreement with a notification to be sent through diplomatic channels within the effectiveness period of the Agreement, at any time. Such termination shall be effective 90 (ninety) days after the written notification is received by the Competent Security Authority/National Security Authority of the other Party.

2. In case an agreement cannot be reached in consequence of the negotiations to be conducted in the Bilateral Discussion Group to be established for the purpose of amendment of the Agreement and settlement of disputes, either of the Parties can terminate this Agreement by sending a written notification to the other Party through diplomatic channels. Termination will be effective 90 (ninety) days after the notification is received by the Competent Security Authority/National Security Authority of the other Party.

ARTICLE XIX

ENTRY INTO FORCE

This Agreement shall enter into force on the date of receipt of the last written notification by which the Parties notify each other, through diplomatic channels, of the completion of their internal legal procedures required for the entry into force of the Agreement.

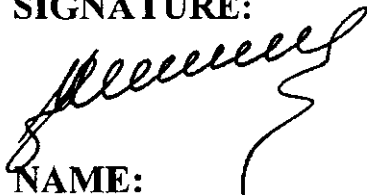
ARTICLE XX
TEXT AND SIGNATURE

1. This Agreement is done and signed on 20 March 2012, in Ankara, in two original copies in the languages of Bulgarian, Turkish and English, each copy being equally authentic. In case of any dispute regarding the interpretation of provisions of this Agreement, the English text shall prevail.

2. In witness whereof, the undersigned, being duly authorized, by their respective Governments, have signed this Agreement.

**ON BEHALF OF THE
GOVERNMENT OF THE
REPUBLIC OF BULGARIA**

SIGNATURE:



NAME:

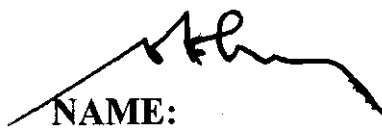
Tsveta MARKOVA

TITLE:

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

**ON BEHALF OF THE
GOVERNMENT OF THE
REPUBLIC OF TURKEY**

SIGNATURE:



NAME:

**Nihat KOKMEN
Major General**

TITLE:

**Deputy Undersecretary
Ministry of National Defence
National Armaments Director**