

SECURITY AGREEMENT

BETWEEN

**THE GOVERNMENT OF
THE REPUBLIC OF BULGARIA**

AND

**THE ORGANISATION FOR JOINT ARMAMENT
COOPERATION**

on

**THE PROTECTION OF
CLASSIFIED INFORMATION**

The GOVERNMENT OF THE REPUBLIC OF BULGARIA and the ORGANISATION FOR JOINT ARMAMENT COOPERATION (ORGANISATION CONJOINTE DE COOPERATION EN MATIERE D'ARMEMENT - OCCAR), hereinafter referred to singularly as "the Party" and collectively as "the Parties"

- RECOGNISING the participation of the REPUBLIC OF BULGARIA in OCCAR Programmes,
- BEING AWARE that such cooperation may involve the generation and exchange of Classified Information between the Government of the Republic of Bulgaria and industrial facilities located in the Republic of Bulgaria, OCCAR Programme Participating States and industrial facilities located in those States and OCCAR-EA,
- ACKNOWLEDGING that such Classified Information requires protection against loss, compromise and unauthorized disclosure,
- NOTING that the OCCAR Board of Supervisors has authorised the OCCAR-EA Director to conclude this Security Agreement (hereinafter referred to as "this Agreement"),

HAVE AGREED as follows:

ARTICLE 1

DEFINITIONS

For the purposes of this Agreement:

- (1) **"Breach of Security"**: Means any action non-compliant with applicable legal rules and security instructions or any other knowing, wilful or negligent action, especially such action that may result or result in loss, compromises or unauthorised disclosure of Classified Information or cause damage to the interests of the Parties, Member States or Programme Participating States;
- (2) **"Classified Contract"**: Means a contract between two parties, creating and defining enforceable rights and obligations and which contains or involves the generation, use or provision of Classified Information;
- (3) **"Classified Information"**: Means Bulgarian Classified Information and OCCAR Classified Information;
- (4) **"Contractor"**: Means any individual or legal entity with the legal capacity to negotiate and enter into Classified Contracts. Contractors may provide or generate Classified Information which is owned by a Party;
- (5) **"Facility Security Clearance"**: Confirmation issued by a NSA/DSA certifying that a facility under its security oversight has, in accordance with national security laws and regulations, the capability to handle and, if appropriate, store Classified Information up to a certain level and has the requisite security cleared personnel for access to such Classified Information;
- (6) **"Need-to-Know"**: Means a determination made by an authorized holder of information that a prospective recipient has a requirement for access to, knowledge of,

or possession of the information in order to accomplish a designated and approved task involving the Classified Information required to be accessed;

- (7) **"OCCAR Executive Administration (OCCAR-EA)":** Means the standing executive body of OCCAR headed by the OCCAR-EA Director responsible for the day-to-day management in accordance with regulations adopted by the Board of Supervisors (BoS). The EA comprises the Central Office (OCCAR Headquarters) and OCCAR-EA Programme Divisions whether colocated with the Central Office or located in OCCAR Member States;
- (8) **"OCCAR Member States":** The OCCAR Member States are those European States, which are parties to the Convention on the establishment of OCCAR. Currently these are the Kingdom of Belgium, the French Republic, the Federal Republic of Germany, the Italian Republic, the Kingdom of Spain and the United Kingdom of Great Britain and Northern Ireland;
- (9) **"OCCAR Classified Information":** Means any information, document or material the unauthorized disclosure of which could cause prejudice to the interests of OCCAR, its Member States or any other State participating in an OCCAR Programme and which has been so designated by an OCCAR security classification marking;
- (10) **"Bulgarian Classified Information":** Means any information, regardless of its form, nature or method of transmission to which a security classification level has been attributed and which, in the interests of national laws and regulations, requires protection against unauthorised access or destruction;
- (11) **"OCCAR Programme Participating States":** Means the States participating in an OCCAR Programme;
- (12) **"Originating Party":** Means the Party which owns or provides the Classified Information;
- (13) **"Personnel Security Clearance":** A determination by an NSA/DSA that an individual is, in accordance with national security laws and regulations considered suitable to access Classified Information up to a certain security classification level;
- (14) **"Receiving Party":** Means the Party which receives Classified Information and shall assume responsibility for protection of Classified Information provided under this Agreement;
- (15) **"Third Party":** Means legal entity, a government or international organisation, which is not a Party to this agreement and does not participate in OCCAR programmes.

ARTICLE 2

OBJECTIVE

- (1) The objective of this Agreement is to define the security measures required for the protection of Bulgarian and OCCAR Classified Information provided to or generated by the Parties in connection with OCCAR Programmes.

- (2) This Agreement does not apply to national Classified Information exchanged between The Republic of Bulgaria and OCCAR Member States or Programme Participating States on the basis of bilateral Security Agreements or Arrangements in place with these States.
- (3) The Parties may develop instruments to support the implementation of this Agreement.

ARTICLE 3

EQUIVALENT SECURITY CLASSIFICATIONS

For the purpose of this Agreement the following security classifications shall be considered as equivalent:

FOR THE REPUBLIC OF BULGARIA	FOR OCCAR
СЕКРЕТНО	OCCAR SECRET
ПОВЕРИТЕЛНО	OCCAR CONFIDENTIAL
ЗА СЛУЖЕБНО ПОЛЗВАНЕ	OCCAR RESTRICTED

ARTICLE 4

COMPETENT AUTHORITIES

- (1) The Competent Authorities of the Parties are:
- For the Republic of Bulgaria:
State Commission on Information Security
4 Kozloduy Str.
1202 Sofia
BULGARIA
 - For the Organisation for Joint Armament Cooperation:
OCCAR Executive Administration
150-154 Godesberger Allee
53175 Bonn
GERMANY

- (2) The Competent Authorities shall mutually provide their own legal rules and security instructions referred to in this Agreement and any subsequent editions.
- (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 parties shall inform each other in writing about changes to the Competent Authorities referred to in Paragraph 1 or amendments to their competences. Any such change shall not constitute a formal Amendment to this Agreement.

ARTICLE 5

PROTECTION OF CLASSIFIED INFORMATION

The Parties shall:

- (1) Ensure that Classified Information provided or generated pursuant to this Agreement is protected from unauthorised disclosure, loss or compromise, in accordance with applicable Regulations and Policies;
- (2) Take all necessary measures to ensure that legal or other appropriate action can be taken against individuals responsible for the unauthorized disclosure, loss or compromise of Classified Information generated or provided under this Agreement in accordance with applicable Regulations and Policies;
- (3) Ensure that such Classified Information is handled and safeguarded to a degree not less stringent than the provisions laid down in the "OCCAR Security Regulations" as detailed in the OCCAR Management Procedure 11 to the extent necessary for the purpose of this Agreement;
- (4) Establish a registry system allowing compartmentalisation of Classified Information generated or provided under this Agreement from any other Classified Information held by the Receiving Party;
- (5) Ensure that for any Classified Information received the security classification of the information assigned by the Originating Party is maintained and any distribution and access restrictions stated are respected;
- (6) Not downgrade or declassify any Classified Information received without the prior written consent of the Originating Party;
- (7) Not use Classified Information received from the other Party for purposes other than for which it was provided;
- (8) Not release Classified Information received from the other Party to States, other than the ones participating in the OCCAR Programme for which the Classified Information was provided or to Contractors or Sub-Contractors located in such other States, or to an international organisation without the prior written consent of the Originating Party;

- (9) Ensure that access to Classified Information at the level of ПОВЕРИТЕЛНО/OCCAR CONFIDENTIAL and СЕКРЕТНО/OCCAR SECRET shall be limited to those persons, who hold the appropriate security clearance issued in accordance with applicable Regulations and Policies of the Receiving Party, and have a Need-to-Know to access the Classified Information;
- (10) Ensure that, unless specified in OCCAR Programme Security Instructions, access to OCCAR Classified Information at the level of ПОВЕРИТЕЛНО/OCCAR CONFIDENTIAL or above is granted only to Government and Contractor employees who hold the Bulgarian nationality or the nationality of the OCCAR Programme Participating States to which the Programme Classified Information relates;
- (11) Ensure that the prior approval of the Originating Party has been obtained before granting access to Classified Information by individuals holding the nationality of any States not identified in paragraph (10) above or not specified in the relevant OCCAR Programme Security Instruction;
- (12) Ensure that all persons having access to Classified Information are aware of their responsibilities to adequately protect the information;
- (13) Ensure that when Classified Information is no longer required, the information is returned to the Originating Party or destroyed in accordance with applicable Regulations and Policies of the Receiving Party provided they are no less stringent than that stated in OMP 11;
- (14) Ensure that Classified Information is marked pursuant to this Agreement as prescribed by the relevant Programme Security Classification Guide; and
- (15) Inform each other in writing, as soon as possible of any change to the classification of Classified Information provided under this Agreement.

ARTICLE 6

CLASSIFIED CONTRACTS

For Classified Contracts awarded to Contractors located in the territory of the Republic of Bulgaria, the Competent Authority in Art. 4 shall, in accordance with its applicable Regulations and Policies:

- (1) Assume responsibility for administering security measures for the protection of the Bulgarian/OCCAR Classified Information provided or generated under a given Classified Contract in accordance with the provisions described in this Agreement;
- (2) Designate the competent authority responsible for implementing and overseeing the security measures at Contractor facilities located in the territory of the Republic of Bulgaria and identify this authority and any subsequent changes in responsibility to OCCAR;
- (3) Ensure that Contractors with access to Classified Information at the level of ПОВЕРИТЕЛНО/OCCAR CONFIDENTIAL or СЕКРЕТНО/OCCAR SECRET provided or generated under a given Classified Contract are capable to handle and protect such

Classified Information in accordance with the terms of this Agreement and ensure that the Contractors' facility has been granted a Facility Security Clearance, at the appropriate level;

- (4) Verify the compliance of Contractors with the applicable Regulations and Policies, the security requirements under this Agreement and with the supporting Programme Security Instructions through appropriate means;
- (5) Contracts placed with Contractors involving Classified Information at ЗА СЛУЖЕБНО ПОЛЗВАНЕ/OCCAR RESTRICTED levels will contain an appropriate clause identifying the minimum measures to be applied for the protection of such Classified Information. Facility/Personnel Security Clearances shall not be necessary for this kind of contracts.

ARTICLE 7

TRANSFER OF CLASSIFIED INFORMATION

- (1) The international transfer of Classified Information at the level of ПОВЕРЛИТНО/OCCAR CONFIDENTIAL or СЕКРЕТНО/OCCAR SECRET between the Republic of Bulgaria and a Government establishment or a Contractor located in an OCCAR Programme Participating State or to OCCAR-EA shall, unless stated otherwise in the relevant OCCAR Programme Security Instructions, be through diplomatic Government-to-Government channels or hand carried by security cleared and approved Government, OCCAR-EA or Contractor personnel acting as couriers or as freight by approved transport companies and subject to transportation plans approved by the Competent Authority of the Republic of Bulgaria and OCCAR-EA, or of the OCCAR Programme Participating States concerned. In all cases, the relevant Courier Certificates or other appropriate forms as annexed to the relevant Programme Security Instructions shall be used.
- (2) Classified Information at the level of ПОВЕРЛИТНО/OCCAR CONFIDENTIAL or СЕКРЕТНО/OCCAR SECRET shall not be transmitted internationally by electronic means unless mutually agreed between the Parties and subject to specific communication and information security measures being in place, including the use of encryption systems mutually agreed by the Republic of Bulgaria and OCCAR-EA or the OCCAR Programme Participating State concerned.
- (3) Classified Information at the level of ЗА СЛУЖЕБНО ПОЛЗВАНЕ/OCCAR RESTRICTED shall be transmitted internationally by ordinary mail, hand-carriage, by Commercial Courier companies or by electronic means using approved encryption devices mutually accepted by the Competent Authority of the Republic of Bulgaria and OCCAR-EA or the OCCAR Programme Participating States concerned.

ARTICLE 8

INTERNATIONAL VISITS

- (1) For the purpose of this Agreement the Parties shall permit visits to their establishments or Contractor facilities by representatives of the other Party, or its Contractors or by government or Contractor representatives of OCCAR Programme Participating States, subject always to the applicable Regulations and Policies of the respective State or establishment to be visited.
- (2) For such visits requiring access to Classified Information, the Requests for Visit shall be submitted directly from the establishment sponsoring the visit to the establishment to be visited following procedures as described in the relevant OCCAR Programme Security Instructions.
- (3) Subject to applicable Regulations and Policies, visit requests for government representatives or Contractor's personnel to the Republic of Bulgaria or to OCCAR Programme Participating States involving access to Classified Information shall be submitted in accordance with specific arrangements in bilateral security agreements or arrangements or other mutually determined procedures, if applicable. Such requests shall be submitted via government-to-government channels.

ARTICLE 9

BREACH OF SECURITY

- (1) In the event of a Breach of Security or suspected Breach of Security, the Competent Authority of the Receiving Party where the Breach of Security occurred shall inform without delay the Competent Authority of the Originating Party about any such incident.
- (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) An immediate investigation shall be carried out by the Competent Authority of the Receiving Party in accordance with applicable Regulations and Policies with, if required, the assistance of the Originating Party. The Originating Party shall be informed about the outcome of the investigation as soon as is practicable and of the corrective action taken to preclude recurrences.

ARTICLE 10

COSTS

Each Party shall be responsible for its own costs incurred in implementing this Agreement.

ARTICLE 11

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation or application of any of the provisions of this Agreement shall be settled amicably through mutual consultation and/or negotiations between the Parties, without reference to any Third Party or international tribunal.

ARTICLE 12

FINAL PROVISIONS

- (1) OCCAR-EA shall provide to the Competent Authority of the Republic of Bulgaria the OCCAR Security Regulations (OMP 11) referred to in this Agreement and any subsequent editions.
- (2) Each Party shall notify in writing the other of any changes in its applicable Regulations and Policies that could affect the protection of Classified Information referred to in this Agreement.
- (3) If requested, the Parties shall accommodate visits to their respective establishments by representatives of the Competent Authority of the other Party so that they may be briefed about the Receiving Party's security regime and the measures to implement the security requirements under this Agreement.
- (4) A request for such a visit shall be presented to the other Party at least three (3) weeks in advance.

ARTICLE 13

ENTRY INTO FORCE, DURATION AND TERMINATION

- (1) This Agreement is concluded for an indefinite period of time and enters into force on the date of fulfilment of the Bulgarian internal legal procedure necessary for its entry into force, for which date The Republic of Bulgaria shall inform through diplomatic channels OCCAR.
- (2) The Parties may amend this Agreement at any time by mutual agreement in writing. Any agreed amendments shall enter into force in accordance with the procedure set forth in paragraph 1 of this Article, unless otherwise provided for by the Parties.
- (3) The Parties may terminate this Agreement at any time by mutual agreement in writing, and shall consult to establish the effective date of termination. Either Party may terminate the Agreement in writing, subject to a notice period of six (6) months being given to the other Party.

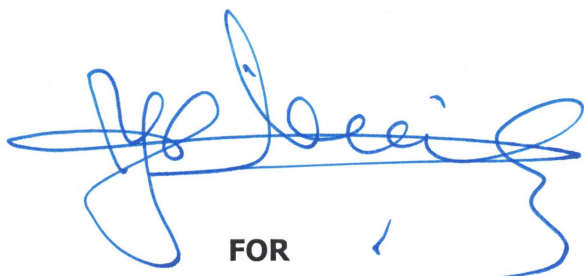
- (4) In the event of such termination, Classified Information provided or generated under this Agreement shall continue to be protected in accordance with the provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Agreement.

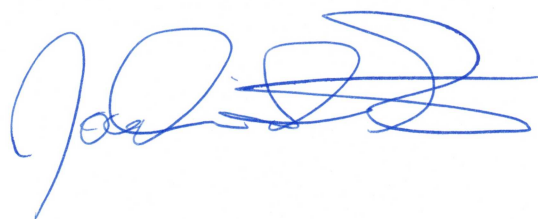
DONE in Sofia on 26.06.2023 and in Bonn on 30.06.2023

in two originals, in the Bulgarian and English languages, both texts being equally authentic.

In case of any divergences of interpretation, the English text shall prevail.



FOR
THE GOVERNMENT OF THE REPUBLIC
OF BULGARIA



FOR
THE ORGANISATION FOR JOINT
ARMAMENT COOPERATION

