

AGREEMENT

BETWEEN

THE AUSTRIAN FEDERAL GOVERNMENT

AND

THE GOVERNMENT OF THE REPUBLIC OF BULGARIA

ON

THE EXCHANGE AND MUTUAL PROTECTION

OF CLASSIFIED INFORMATION

The Austrian Federal Government and the Government of the Republic of Bulgaria (hereinafter referred to as "the Parties") -

Intending to ensure the security of all classified information designated as such in accordance with the national law of either Party and transmitted to the other Party,

Wishing to provide rules for the mutual protection of classified information exchanged or generated in the course of the cooperation between the Parties -

Have agreed upon the following:

ARTICLE 1 DEFINITIONS

For the purposes of this Agreement,

“classified information” means any information of whatever form to which a security classification level has been attributed in accordance with the applicable national law in order to ensure protection against any breach of security;

“applicable national law” means all the laws and regulations of either the Republic of Austria or the Republic of Bulgaria;

“breach of security” means any act or omission contrary to the applicable national law which results or may result in access or potential access to classified information by unauthorized persons, unauthorized disclosure, misuse, damage, destruction or loss of classified information;

“personnel security clearance” / “facility security clearance” means a positive determination based on a vetting procedure ascertaining that an individual (personnel security clearance) or a legal entity (facility security clearance) fulfils the conditions in accordance with the applicable national law for access to and handling of classified information;

“originator” means the Party as well as any natural or legal person under its jurisdiction which releases classified information;

“receiver” means the Party as well as any natural or legal person under its jurisdiction which receives classified information;

“classified contract” means a contract between a contractor from the State of one Party and a contractor from the State of the other Party, which contains classified information or the implementation of which requires access to classified information or its generation;

“contractor” means a natural or legal person possessing the legal capacity to conclude contracts.

ARTICLE 2 EQUIVALENCE OF SECURITY CLASSIFICATION LEVELS

The Parties agree on the equivalence of the following security classification levels:

Republic of Austria:	Republic of Bulgaria:	Corresponding English expression:
STRENG GEHEIM	СТРОГО СЕКРЕТНО	TOP SECRET
GEHEIM	СЕКРЕТНО	SECRET
VERTRAULICH	ПОВЕРИТЕЛНО	CONFIDENTIAL
EINGESCHRÄNKT	ЗА СЛУЖЕБНО ПОЛЗВАНЕ	RESTRICTED

ARTICLE 3 MARKING

(1) Classified information to be transmitted shall be marked by the originator with the appropriate security classification level.

(2) Classified information generated or reproduced in the course of cooperation under this Agreement shall also be marked.

(3) The security classification level shall only be altered or revoked by the originator. The receiver shall be informed in writing without delay about any alteration or revocation.

ARTICLE 4

PRINCIPLES OF THE PROTECTION OF CLASSIFIED INFORMATION

(1) The Parties shall take all appropriate measures in accordance with this Agreement and the applicable national law to ensure the protection of the transmitted classified information and shall ensure the necessary control of this protection.

(2) The Parties shall afford transmitted classified information at least the same level of protection as they afford their own classified information of the equivalent security classification level.

(3) Transmitted classified information shall only be used for the purpose it has been released for and shall only be made accessible to persons authorized in accordance with the applicable national law to have access to classified information of the equivalent security classification level requiring this access for the exercise of their duties.

(4) Classified information shall not be made accessible to a third party without prior written consent of the originator.

(5) Classified information generated in the course of cooperation under this Agreement shall be protected in the same way as transmitted classified information.

ARTICLE 5

PERSONNEL SECURITY CLEARANCE

(1) Access to classified information of the security classification levels VERTRAULICH / ПОВЕРИТЕЛНО / CONFIDENTIAL and above shall only be granted on the basis of a personnel security clearance.

(2) The competent authorities or agencies shall assist each other upon request and in accordance with the applicable national law when, in application of this Agreement, carrying out vetting procedures of persons staying or having stayed in the other State.

(3) Within the scope of this Agreement, the Parties shall mutually recognise the personnel security clearances.

(4) Within the scope of this Agreement, the competent authorities or agencies shall inform each other without delay in writing about any alteration with regard to personnel security clearances, in particular about a revocation or an alteration of the security classification level.

ARTICLE 6 CLASSIFIED CONTRACTS

(1) A classified contract shall contain provisions on the security requirements and on the classification of each of its aspects or elements in accordance with the applicable national law.

(2) In the context of classified contracts, the Parties shall mutually recognise the facility security clearances.

(3) In the context of the preparation or conclusion of classified contracts, the competent authorities or agencies shall inform each other upon request, whether a valid facility security clearance has been issued or the relevant proceedings have been initiated.

(4) The competent authorities or agencies shall inform each other without delay in writing about any alteration with regard to facility security clearances falling under this Article, in particular about a revocation or an alteration of the security classification level.

ARTICLE 7 TRANSMISSION

Classified information shall be transmitted through diplomatic channels or in any other way protected against any breach of security and agreed between the competent authorities or agencies.

Receipt of classified information of the security classification levels VERTRAULICH / ПОВЕРЛИТЕЛНО / CONFIDENTIAL or above shall be acknowledged in writing.

ARTICLE 8 REPRODUCTION AND TRANSLATION

(1) Classified information shall be reproduced in accordance with the applicable national law. The reproduction of classified information by the receiver may be restricted or excluded by the originator. Classified information of the security classification level STRENG GEHEIM / СТРОГО СЕКРЕТНО / TOP SECRET shall not be reproduced.

(2) Classified information shall only be translated by persons authorized to have access to classified information of the respective security classification level.

(3) Copies and translations shall be protected in the same way as originals.

ARTICLE 9 DESTRUCTION

Classified information shall be destroyed in accordance with the applicable national law in a verifiable way and in a manner that does not permit a full or partial reconstruction. Classified information of the security classification level STRENG GEHEIM / СТРОГО СЕКРЕТНО / TOP SECRET shall not be destroyed but shall be returned.

ARTICLE 10 VISITS

(1) Visitors shall be granted access to classified information as well as to facilities in which classified information is processed or stored only to the extent necessary and with the permission of the competent authority or agency. The permission shall be granted only

to persons authorized in accordance with the applicable national law to have access to classified information of the respective security classification level.

(2) Requests for visits shall be submitted to the competent authority or agency at least two weeks prior to the visit, in urgent cases within a shorter period. The competent authorities or agencies inform each other about the details of the visit and ensure the protection of personal data.

(3) Requests for visits shall be made in English and shall state in particular the following:

- a. purpose and proposed date of the visit;
- b. first name and family name, date and place of birth, citizenship and passport or ID card number of the visitor;
- c. position of the visitor and name of the authority, agency or enterprise represented;
- d. validity and level of the personnel security clearance of the visitor;
- e. name, address, phone and fax number, e-mail address and point of contact of the authorities, agencies or facilities to be visited;
- f. date of the request and signature of the competent authority or agency.

ARTICLE 11 BREACH OF SECURITY

(1) In case of a suspected or established breach of security, the competent authority or agency of the State in which the breach occurred shall inform the competent authority or agency of the other State immediately in writing and shall initiate the appropriate investigations. The other Party shall provide assistance upon request.

(2) The Parties shall inform each other about the result of the investigations and the measures taken.

ARTICLE 12 EXPENSES

Each Party shall bear its own expenses incurred in the course of the implementation of this Agreement.

ARTICLE 13 COMPETENT AUTHORITIES AND AGENCIES

The Parties notify each other through diplomatic channels of the authorities and agencies competent for the implementation of this Agreement.

ARTICLE 14 CONSULTATIONS

(1) The competent authorities or agencies shall inform each other of the respective national law on the protection of classified information and any amendments.

(2) In order to ensure close cooperation in the implementation of this Agreement, the competent authorities or agencies shall consult each other and facilitate the necessary mutual visits.

ARTICLE 15 SETTLEMENT OF DISPUTES

Any dispute regarding the application or interpretation of this Agreement shall be resolved by direct consultations between the Parties or through diplomatic channels.

ARTICLE 16 FINAL PROVISIONS

(1) This Agreement is concluded for an indefinite period of time and shall enter into force on the first day of the second month following the day on which the Parties have notified each other of the

completion of the internal procedures necessary for the entry into force of this Agreement.

(2) This Agreement may be amended by written mutual consent of both Parties. Amendments shall enter into force in accordance with paragraph 1.

(3) Each Party may terminate this Agreement through diplomatic channels at any time. In such a case, the Agreement shall expire six months after the receipt of the termination notice by the other Party. In the case of termination, classified information transmitted or generated in application of this Agreement shall continue to be protected under the provisions of this Agreement.

Done in Sofia on 11 July 2008 in two originals in the German, Bulgarian and English languages, each text being equally authentic. In the case of divergent interpretation the English text shall prevail.

**For the Austrian Federal
Government:**

Klaus FABJAN m.p.

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

Tsveta MARKOVA m.p.