

**AGREEMENT
BETWEEN
THE AUSTRIAN FEDERAL GOVERNMENT
AND
THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA
ON
THE EXCHANGE AND MUTUAL PROTECTION
OF CLASSIFIED INFORMATION**

The Austrian Federal Government and the Government of the Republic of Slovenia (hereinafter: "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 cooperation between the Parties -

Have agreed upon the following:

ARTICLE 1 CLASSIFIED INFORMATION

For the purposes of this Agreement, "classified information" shall mean any information or object, regardless of its form, designated and marked as such in accordance with the national law of either Party in order to ensure protection against unauthorised disclosure, misappropriation or loss.

ARTICLE 2 EQUIVALENCE OF SECURITY CLASSIFICATION LEVELS

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

Republic of Austria:	Republic of Slovenia:	Corresponding English expression:
STRENG GEHEIM	STROGO TAJNO	TOP SECRET
GEHEIM	TAJNO	SECRET
VERTRAULICH	ZAUPNO	CONFIDENTIAL
EINGESCHRÄNKT	INTERNO	RESTRICTED

ARTICLE 3 MARKING

(1) Classified information to be transmitted shall be marked by the competent State authority or agency of the originator in accordance with the appropriate security classification level in the languages of both Parties.

(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 competent State authority or agency of the originator. The competent State authority or agency of the receiver shall be informed without delay of any alteration or revocation.

ARTICLE 4 PRINCIPLES OF PROTECTION OF CLASSIFIED INFORMATION

(1) The Parties shall take all appropriate measures in accordance with this Agreement and the national law of either Party to ensure the protection of transmitted classified information and shall provide for 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 for which it has been released and shall only be made accessible to persons authorised in accordance with the national law of either Party to have access to classified information of the equivalent security classification level requiring this access for the exercise of their duties.

(4) Neither Party shall make classified information accessible to a third party without the written consent of the competent State authority or agency of the originator.

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

ARTICLE 5 PERSONNEL SECURITY CLEARANCE

(1) Access to classified information at the security classification levels CONFIDENTIAL and above shall only be granted on the basis of a personnel security clearance in accordance with the national law of either Party.

(2) The competent State authorities or agencies shall assist each other upon request and in accordance with the national law of either Party when, in the 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 recognise the personnel security clearances issued by the other Party.

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

ARTICLE 6 CLASSIFIED CONTRACTS

(1) A "classified contract" shall mean a contract or subcontract between any State authority or agency or enterprise from the State of one Party (principal) and any State authority or agency or enterprise from the State of the other Party (contractor), the implementation of which requires access to classified information or its generation.

(2) A classified contract shall contain provisions on the security requirements and classification of each of its aspects or elements.

(3) In the context of classified contracts, the Parties shall recognise the facility security clearances issued by the other Party.

(4) In the context of the preparation or conclusion of classified contracts, the competent State 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.

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

(6) The principal shall transmit to the contractor and to the competent State authority or agency of the contractor the necessary security requirements, including a list of the classified information to be transmitted.

ARTICLE 7 TRANSMISSION

Classified information shall be transmitted through diplomatic channels or in any other way protected against unauthorised disclosure, misappropriation or loss agreed upon between the competent State authorities or agencies. Receipt of classified information shall be acknowledged in writing.

ARTICLE 8 REPRODUCTION AND TRANSLATION

(1) Classified information shall be reproduced in accordance with the national law of either Party. The reproduction of classified information by the recipient may be restricted or excluded by the competent State authority or agency of the originator. Classified information at the security classification level TOP SECRET shall not be reproduced.

(2) Classified information shall only be translated by persons authorised 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 national law of either Party in a verifiable way and in a manner that does not permit full or partial reconstruction. Classified information at the security classification level 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 State authority or agency. Permission shall be granted only to persons authorised in accordance with the national law of either Party to have access to classified information at the respective security classification level.

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

ARTICLE 11 BREACH OF SECURITY

(1) In the event of a suspected or established unauthorised disclosure, misappropriation or loss of classified information falling under this Agreement, the competent State authority or agency of the originator shall immediately be informed in writing.

(2) Violations of the provisions for the protection of classified information falling under this Agreement shall be investigated and prosecuted in accordance with the national law of either Party. The other Party shall provide assistance upon request.

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

ARTICLE 12 EXPENSES

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

ARTICLE 13 COMPETENT STATE AUTHORITIES AND AGENCIES

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

ARTICLE 14 CONSULTATIONS

(1) The competent State 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 State 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 shall have the right to terminate this Agreement in writing at any time. In such a case the validity of the Agreement shall expire six months following the day on which the termination notice was received by the other Party.

(4) Notwithstanding the termination of this Agreement, all classified information transmitted or generated in the course of cooperation under this Agreement shall continue to be protected in accordance with the provisions stated in this Agreement.

Done in Ljubljana, on 12 November 2008 in two originals in the English language.

For the Austrian Federal Government:

For the Government of the Republic of
Slovenia:

Valentin Inzko m.p.

Milan Tarman m.p.