

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF CROATIA
AND
THE GOVERNMENT OF THE REPUBLIC OF CYPRUS
ON THE EXCHANGE AND MUTUAL PROTECTION OF CLASSIFIED INFORMATION**

The Government of the Republic of Croatia and the Government of the Republic of Cyprus (hereinafter referred to as “the Parties”),

Recognizing the need to set the rules on protection of Classified Information mutually exchanged in the interest of national security within the scope of political, military, economical, legal, scientific and technological or any other cooperation, as well as Classified Information generated in the process of such cooperation,

Intending to ensure the mutual protection of all Classified Information, which has been exchanged or jointly generated in the course of cooperation between the Parties,

Desiring to establish a set of rules regulating the mutual protection of Classified Information exchanged or generated in the course of the cooperation between the Parties,

Considering the mutual interests in the protection of Classified Information, in accordance with the legislation of the Parties,

Have agreed as follows:

**Article 1
Objective**

The objective of this Agreement is to ensure the protection of Classified Information that is generated or mutually exchanged between the Parties, or contractors, sub-contractors or any other public or private legal entity authorised to handle and store Classified Information.

**Article 2
Definitions**

For the purposes of this Agreement:

1. **“Breach of Security”** means any act or an omission which is contrary to this Agreement or to the national legislation of the Parties, the result of which may lead to an unauthorised disclosure, loss, destruction, misappropriation or any other type of breach of Classified Information;
2. **“Classified Contract”** means an agreement between two or more Contractors which contains or involves access to, or the execution of which requires access to Classified Information;
3. **“Classified Information”** means any information, regardless of its form or nature, which requires protection against unauthorised access or manipulation and for which a Security Classification Level has been assigned, in accordance with the national legislation of the Parties;

4. **“Competent Security Authority”** means any competent authority of the Parties other than the National Security Authorities that, in accordance with their national legislation, is responsible for the implementation of this Agreement;
5. **“Contractor”** means a natural person or a legal entity possessing the legal capacity to conclude or undertake classified contracts;
6. **“Facility Security Clearance”** means the positive decision of the National Security Authority confirming, in accordance with the national legislation of the Parties, that a natural person or a legal entity is authorised to have access to and handle Classified Information up to a specific classification level;
7. **“National Security Authority”** means the authority of each Party referred to in Article 4 of this Agreement which is responsible for the implementation and supervision of this Agreement;
8. **“Need-to-Know”** means the principle whereby access to specific Classified Information is granted exclusively in the scope of a given official position and for the performance of a specific task;
9. **“Personnel Security Clearance”** means the positive decision by the National Security Authority confirming, in accordance with the national legislation of the Parties, that the natural person is authorized to have access to and handle Classified Information up to a specific classification level;
10. **“Providing Party”** means the Party that creates and provides the Classified Information to the Receiving Party;
11. **“Receiving Party”** means the Party to which Classified Information of the Providing Party is transmitted;
12. **“Security Classification Level”** means a category, which, in accordance with the national legislation of the Parties, corresponds to the level of restriction of access to Classified Information and to the minimum level of protection;
13. **“Third Party”** means any state, organization, natural person or legal entity that is not a party to this Agreement.

Article 3 Security Classification Levels

The Parties agree that the following Security Classification Levels and markings are equivalent and correspond to the Security Classification Levels specified in their national legislation:

For the Republic of Croatia	For the Republic of Cyprus	Equivalent in English
VRLO TAJNO	ΑΚΡΩΣ ΑΠΟΡΡΗΤΟ	TOP SECRET
TAJNO	ΑΠΟΡΡΗΤΟ	SECRET
POVJERLJIVO	ΕΜΠΙΣΤΕΥΤΙΚΟ	CONFIDENTIAL
OGRANIČENO	ΠΕΡΙΟΡΙΣΜΕΝΗΣ ΧΡΗΣΗΣ	RESTRICTED

Article 4 National Security Authorities

1. The National Security Authorities of the Parties are:

For the Republic of Croatia:
Office of the National Security Council;

For the Republic of Cyprus:
National Security Authority (NSA)
Ministry of Defence of the Republic of Cyprus.

2. The Parties shall inform each other through diplomatic channels of any modification of the National Security Authorities.
3. The National Security Authorities shall inform each other of their respective national legislation on Classified Information and of any significant amendments thereto and shall exchange information about the security standards, procedures and practices for the protection of Classified Information.
4. Upon request, the National Security Authorities shall notify each other about the other Competent Security Authorities.

Article 5

Protection Measures and Access to Classified Information

1. In accordance with their national legislation, the Parties shall take all necessary measures for the protection of Classified Information that is created or exchanged under this Agreement. The Parties shall afford to Classified Information created and/or provided under this Agreement the same level of protection as they would to their own Classified Information of the equivalent Security Classification Level, as set forth in Article 3 of this Agreement.
2. The Providing Party shall inform:
 - a) The Receiving Party of any conditions of release or limitations on the use of the Classified Information;
 - b) The Receiving Party in writing about any change of the Security Classification Level of the released or transmitted Classified Information.
3. Access to Classified Information marked as POVJERLJIVO / ΕΜΠΙΣΤΕΥΤΙΚΟ / CONFIDENTIAL and above shall be limited to natural persons and legal entities holding an adequate security clearance and on a Need-to-know basis in accordance with the national legislation of the Parties.
4. A Personnel Security Clearance is not required for access to Classified Information marked as OGRANIČENO / ΠΕΡΙΟΡΙΣΜΕΝΗΣ ΧΡΗΣΗΣ / RESTRICTED. Such access shall be limited to natural persons on a Need-to-Know basis and who have been appropriately briefed on their responsibilities and obligations to protect such Classified Information.
5. Within the scope of this Agreement, each Party shall recognize the Personnel Security Clearances and Facility Security Clearances granted in accordance with the national legislation of the other Party. The security clearances shall be equivalent to the levels provided in Article 3 of this Agreement.
6. The National Security Authorities shall assist each other upon request in accordance with their respective national legislation in carrying out vetting procedures necessary for the application of this Agreement.
7. Within the scope of this Agreement, the National Security Authorities of the Parties shall inform each other without delay about any alteration with regard to Personnel Security Clearances and Facility Security Clearances, in particular about withdrawal or downgrading of the Security Classification Level.

8. The Receiving Party shall:
 - a) Release Classified Information to a Third Party only upon prior written consent of the Providing Party;
 - b) Mark the received Classified Information in accordance with the Security Classification Level as set forth in Article 3 of this Agreement;
 - c) Use Classified Information solely for the purposes that it has been provided for.

Article 6

Transmission of Classified Information

1. Classified Information marked as VRLO TAJNO / ΑΚΡΩΣ ΑΠΟΡΡΗΤΟ / TOP SECRET shall be transmitted through Government to Government channels in accordance with the national legislation of the Parties. As a minimum security level such Classified Information shall be carried by and under the sole control of an official courier holding a Personnel Security Clearance to VRLO TAJNO / ΑΚΡΩΣ ΑΠΟΡΡΗΤΟ / TOP SECRET level. The Receiving Party shall confirm the receipt of VRLO TAJNO / ΑΚΡΩΣ ΑΠΟΡΡΗΤΟ / TOP SECRET Classified Information in writing.
2. Classified Information marked as TAJNO / ΑΠΟΡΡΗΤΟ / SECRET shall be transmitted through Government to Government channels in accordance with the national legislation of the Parties, or through other secure channels mutually approved by the Security Authorities of both Parties. The Receiving Party shall confirm the receipt of TAJNO / ΑΠΟΡΡΗΤΟ / SECRET Classified Information in writing.
3. Classified Information marked as POVJERLJIVO / ΕΜΠΙΣΤΕΥΤΙΚΟ / CONFIDENTIAL shall be transmitted through Government to Government channels in accordance with the national legislation of the Parties, or through other secure channels mutually approved by the Security Authorities of both Parties. The Receiving Party shall confirm the receipt of POVJERLJIVO / ΕΜΠΙΣΤΕΥΤΙΚΟ / CONFIDENTIAL Classified Information in writing.
4. Classified Information marked as OGRANIČENO / ΠΕΡΙΟΡΙΣΜΕΝΗΣ ΧΡΗΣΗΣ / RESTRICTED shall be transmitted through secure channels in accordance with the national legislation of the Parties.
5. The procedures for the carriage of large consignments containing Classified Information shall be jointly evaluated and agreed, on a case-by-case basis, by the National Security Authorities of both Parties.
6. If Classified Information marked as OGRANIČENO / ΠΕΡΙΟΡΙΣΜΕΝΗΣ ΧΡΗΣΗΣ / RESTRICTED, POVJERLJIVO / ΕΜΠΙΣΤΕΥΤΙΚΟ / CONFIDENTIAL or TAJNO / ΑΠΟΡΡΗΤΟ / SECRET is to be transmitted electronically between the Parties, it shall not be sent in clear text. Electronic transmission of these specific classification levels shall be carried out through certified cryptographic means mutually approved by the National Security Authorities.
7. The main points of entry and exit for the exchange of Classified Information under this Agreement shall be:

For the Republic of Croatia:
The Central TOP SECRET Registry at the Office of the National Security Council;

For the Republic of Cyprus:
The Central TOP SECRET Registry at the Ministry of Foreign Affairs.
8. Without prejudice to Paragraph 7 of this Article, whenever deemed necessary by the Security Forces, to exchange Classified Information, this exchange shall be done in accordance with their national legislation.

9. The main points of entry and exit for this category of Classified Information shall be agreed by the Security Forces and the exchange done upon a prior written consent and approval in accordance with the national legislation of the Parties.
10. If necessary, the intelligence services of the Parties may, in accordance with national legislation, exchange operative and intelligence information directly with each other.

Article 7 Reproduction and Translation of Classified Information

1. Translations and reproductions of Classified Information shall be made in accordance with the national legislation of the Receiving Party.
2. Classified Information marked as TAJNO / ΑΠΟΡΡΗΤΟ / SECRET or VRLO TAJNO / ΑΚΡΩΣ ΑΠΟΡΡΗΤΟ / TOP SECRET shall be translated or reproduced only upon prior written consent of the Providing Party.
3. All copies of Classified Information shall be marked and protected as the original Classified Information.
4. Such reproduced Classified Information shall be protected in the same way as the original Classified Information.
5. The number of copies of Classified Information shall be limited to that required for official purposes.
6. The translation shall be marked with the original Security Classification Level and shall bear an appropriate annotation in the language of the translation indicating that it contains Classified Information received from the Providing Party.

Article 8 Destruction of Classified Information

1. Classified Information shall be destroyed in a way that prevents its partial or total reconstruction.
2. Classified Information marked up to TAJNO / ΑΠΟΡΡΗΤΟ / SECRET shall be destroyed in accordance with the national legislation of the Parties.
3. Classified Information marked as VRLO TAJNO / ΑΚΡΩΣ ΑΠΟΡΡΗΤΟ / TOP SECRET shall not be destroyed. It shall be returned to the Providing Party.
4. The report on the destruction of Classified Information made in the English language shall be delivered to the National Security Authority or any other Competent Security Authority of the Providing Party.
5. In a crisis situation in which it is impossible to protect or return Classified Information exchanged or generated under this Agreement, the Classified Information shall be destroyed immediately. The Receiving Party shall inform the National Security Authority or any other Competent Security Authority of the Providing Party about this destruction as soon as possible.

Article 9 Classified Contracts

1. Classified Contracts shall be agreed and implemented in accordance with the national legislation of each Party.

2. The National Security Authority of a Party shall provide to the National Security Authority of the other Party prior written confirmation that a contractor or a sub-contractor, wishing to undertake a classified contract marked as POVJERLJIVO / ΕΜΠΙΣΤΕΥΤΙΚΟ / CONFIDENTIAL or/and TAJNO / ΑΠΟΡΡΗΤΟ / SECRET with such other Party, holds or is in the process of obtaining a Facility Security Clearance of the appropriate Security Classification Level.
3. A security annex by which the Providing Party shall specify which Classified Information is to be released to the Receiving Party, which Security Classification Level has been assigned to that information and the Contractor's obligations to protect the Classified Information, shall be an integral part of each Classified Contract or sub-contract.
4. Each Classified Contract concluded in accordance with this Agreement shall include:
 - a) A commitment of the Contractor or sub-contractor to ensure that its premises have the necessary conditions for handling and storing Classified Information of a given Security Classification Level;
 - b) A commitment of the Contractor or sub-contractor to ensure that the persons who perform duties requiring access to Classified Information are duly authorised in accordance with their national legislation to have access to Classified Information of the equivalent Security Classification Level and have been regularly security briefed;
 - c) A commitment to communicate any change in the Security Classification Level of Classified Information in accordance with their national legislation;
 - d) A list of Classified Information and a list of areas in which Classified Information can be handled and stored;
 - e) The procedure for the transmission of Classified Information;
 - f) A commitment of the Contractor or sub-contractor to notify their relevant National Security Authority of any actual or suspected Breach of Security, in accordance with their national legislation;
 - g) A commitment of the Contractor or sub-contractor to forward a copy of the Classified Contract to the National Security Authorities of both Parties;
 - h) A commitment of the subcontractor to fulfil the same security obligations as the Contractor.
5. As soon as pre-contractual negotiations begin between potential Contractors, the National Security Authority of the Providing Party shall inform the National Security Authority of the other Party of the Security Classification Level given to the Classified Information related to those pre-contractual negotiations.
6. A copy of each Classified Contract shall be forwarded to the National Security Authority of the Party where the work is to be performed, to allow adequate security supervision and control.

Article 10 **Visits**

1. Visits related to Classified Contracts and involving access to Classified Information shall be subject to prior written authorisation given by the National Security Authority of the host Party.
2. The National Security Authority of the host Party shall receive a request for visit at least ten days in advance.
3. In urgent cases, the request for visit can be submitted in shorter time.

4. The request for visit shall include:
 - a) Visitor's name and surname, place and date of birth, citizenship, passport or identification document number;
 - b) Name of the legal entity represented by the visitor and position of the visitor in the legal entity;
 - c) Name, address and contact information of the legal entity and the facility to be visited;
 - d) Confirmation of the visitor's Personnel Security Clearance, its validity and level;
 - e) Object and purpose of the visit and the highest Security Classification Level of Classified Information to be involved;
 - f) Expected date and duration of the requested visit. In case of recurring visits, the total period covered by the visits shall be stated;
 - g) Date, signature and the official seal of the relevant National Security Authority.
5. Once the visit has been approved, the National Security Authority of the host Party shall provide a copy of the request for visit to the security officers of the legal entity to be visited.
6. The validity of the visit approval shall not exceed one year.
7. The National Security Authorities of the Parties may draw up lists of individuals authorised to make recurring visits. These lists shall be valid for an initial period of twelve months. The terms of the respective visits shall be directly arranged with the appropriate points of contact in the legal entity to be visited by these individuals, in accordance with the terms and conditions agreed upon.

Article 11 **Breach of Security**

1. In case of actual or suspected Breach of Security, the National Security Authority of the Receiving Party shall, as soon as possible, inform the National Security Authority of the Providing Party and, in accordance with its national legislation, initiate appropriate inquiries in order to determine the circumstances of the Breach of Security. The results of the investigations and final report on the causes and degree of damage shall be forwarded to the National Security Authority of the Providing Party.
2. If a Breach of Security occurs in a third country, the National Security Authority of the Party that released the information to the third country shall take all necessary measures in order to ensure that the actions prescribed in Paragraph 1 of this Article are initiated.
3. The Providing Party shall, upon request, co-operate in the inquiry in accordance with Paragraph 1 of this Article.

Article 12 Expenses

Each Party shall bear its own expenses incurred by the implementation and supervision of this Agreement.

Article 13 Settlement of Disputes

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

Article 14 Final Provisions

1. This Agreement is concluded for an indefinite period of time and enters into force on the first day of the second month after the date of the receipt of the latest written notification by which the Parties have notified each other, through diplomatic channels, that their internal legal requirements necessary for its entry into force have been fulfilled.
2. This Agreement may be amended by mutual written consent of the Parties. Amendments shall enter into force in accordance with Paragraph 1 of this Article.
3. Each Party may at any time terminate this Agreement by giving the other Party a written notification, through diplomatic channels. In that case the termination shall become effective six (6) months from the date on which the other Party has received the termination notification.
4. In case of termination of this Agreement, all Classified Information exchanged pursuant to this Agreement shall continue to be protected in accordance with the provisions set forth herein and returned to the Providing Party.
5. The Party in the state of which this Agreement is concluded shall commence the procedure concerning the registration of this Agreement to the Secretariat of the United Nations, in accordance with Article 102 of the Charter of the United Nations, immediately following its entry into force. The other Party shall be informed of the registration, and the UN registration number, as soon as the registration has been confirmed by the Secretariat of the United Nations.

Done at Zagreb on 4 October 2021 in two originals, each in the Croatian, Greek and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

**FOR THE GOVERNMENT OF
THE REPUBLIC OF CROATIA**

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