

**AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF THE REPUBLIC OF CROATIA**

**AND**

**THE GOVERNMENT OF THE REPUBLIC OF LITHUANIA**

**ON MUTUAL PROTECTION OF CLASSIFIED INFORMATION**

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

Realizing that effective co-operation in political, economic, military and any other area may require exchange of Classified Information between the Parties,

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

Have agreed as follows:

## **Article 1**

### **Objective and Scope**

1. The objective of this Agreement is to ensure the protection of Classified Information that is commonly generated or exchanged between the Parties.
2. This Agreement shall be applicable to any activities, contracts or agreements involving Classified Information that will be conducted or concluded between the Parties in the future.
3. The provisions of this Agreement shall also apply to the Classified Information already generated or exchanged in the process of cooperation between the Parties before entering into force of this Agreement.

## **Article 2**

### **Definitions**

For the purposes of this Agreement:

- (1) “**Classified Information**” means any information, irrespective of the form, which, in accordance with the laws and regulations in force in the state of the Originating Party, has been classified and requires the appropriate protection;
- (2) “**Need-to-know**” means the necessity to have access to Classified Information in the scope of given official duties and/or for the performance of a specific task;
- (3) “**Compromise**” means any form of misuse, misappropriation or unauthorized disclosure, alteration, damage or destruction of Classified Information, as well as any other action or inaction contrary to the laws and regulations in force in the state of the Party, resulting in loss of its confidentiality, integrity or availability;
- (4) “**Classification Marking**” means a mark assigned to Classified Information, indicating its security classification level, which characterises the importance of Classified Information, level of restriction of access to it and the appropriate protection level, in accordance with the laws and regulations in force in the state of the Party;

(5) “**Originating Party**” means the Party, including any entity which provides Classified Information in accordance with the laws and regulations in force in its state;

(6) “**Receiving Party**” means the Party, including any entity to which Classified Information of the Originating Party is provided;

(7) “**National Security Authority**” means the national authority which, in accordance with the laws and regulations in force in the state of the Party, is responsible for the supervision of the implementation of this Agreement and for the control of protection of Classified Information generated or exchanged according to this Agreement;

(8) “**Competent Authority**” means the national authority which, in accordance with the laws and regulations in force in the state of the Party, is responsible for the designated fields of protection of Classified Information;

(9) “**Contractor**” means an individual or a legal entity or its branch possessing the legal capacity to conclude classified contracts;

(10) “**Classified Contract**” means an agreement between two or more Contractors, which contains or the execution of which involves generation or exchange of Classified Information;

(11) “**Personnel Security Clearance**” means the determination by the Competent Authority confirming, in accordance with the laws and regulations in force in the state of the Party, that the individual is eligible to have access to Classified Information up to a certain security classification level;

(12) “**Facility Security Clearance**” means the determination by the Competent Authority confirming, in accordance with the laws and regulations in force in the state of the Party, that the Contractor meets the conditions for access to and handling of Classified Information up to a certain security classification level;

(13) “**Third Party**” means any state or international organization, which is not a party to this Agreement.

### Article 3

#### Classification Markings

1. The Parties agree that the following Classification Markings are equivalent and correspond to the Classification Markings specified in the laws and regulations in force in the respective state:

For the Republic of Croatia	For the Republic of Lithuania	Equivalent in English
VRLO TAJNO	VISIŠKAI SLAPTAI	TOP SECRET
TAJNO	SLAPTAI	SECRET
POVJERLJIVO	KONFIDENCIALIAI	CONFIDENTIAL
OGRANIČENO	RIBOTO NAUDOJIMO	RESTRICTED

2. Originating Party may use additional markings indicating special limitations for use of Classified Information. National Security Authorities shall inform each other of any such additional markings.

#### **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 Lithuania:

- Commission for Co-ordination of the Protection of Secrets of the Republic of Lithuania.

2. The Parties shall notify each other through diplomatic channels on changes of the National Security Authorities. Such notice shall not constitute a formal amendment to this Agreement in accordance with Article 14, paragraph 2.

3. The National Security Authorities shall inform each other of the laws and regulations in force in their states as well as any changes thereof affecting the protection of Classified Information generated or exchanged in accordance with this Agreement.

4. In order to achieve and maintain comparable standards of security, the National Security Authorities may provide each other with information about the security standards, procedures and practises for the protection of Classified Information employed by the respective Party.

5. The National Security Authorities shall inform each other of the Competent Authorities.

6. The National Security Authorities / Competent Authorities may, in accordance with the laws and regulations in force in their states, conclude implementing arrangements in relation with this Agreement.

#### **Article 5**

##### **Measures for the Protection of Classified Information**

1. In accordance with the laws and regulations in force in their states, the Parties shall take all appropriate measures for the protection of Classified Information, which is generated or exchanged under this Agreement. The same level of protection shall be ensured for such Classified Information as it is provided for the national Classified Information of the equivalent Classification Marking, as defined in Article 3 of this Agreement.

2. The Originating Party shall inform the Receiving Party in writing about any change of the Classification Marking of the provided Classified Information, in order to apply the appropriate protection measures.

3. Classified Information shall only be made accessible to individuals who are authorized in accordance with the laws and regulations in force in the state of the Party to have access to Classified Information of the equivalent security classification level and who have a Need-to-know.
4. Within the scope of this Agreement, each Party shall recognize the Personnel and Facility Security Clearances issued by the other Party.
5. The Competent Authorities may assist each other upon request and in accordance with the laws and regulations in force in their states in carrying out vetting procedures.
6. Within the scope of this Agreement, the National Security Authorities shall inform each other without delay about revocation of Personnel and Facility Security Clearances or the alteration of the security classification level.
7. Upon request of the National Security Authority of the Originating Party, the National Security Authority of the Receiving Party shall issue a written confirmation that an individual has been issued a Personnel Security Clearance or a Contractor has been issued a Facility Security Clearance.
8. The Receiving Party shall:
  - a) not disclose Classified Information to a Third Party without a prior written consent of the Originating Party issued in accordance with the laws and regulations in force in its state;
  - b) mark the received Classified Information in accordance with the Classification Marking equivalence set forth in Article 3 of this Agreement;
  - c) not declassify or downgrade the Classification Marking of provided Classified Information without a prior written consent of the Originating Party;
  - d) use Classified Information only for the purposes that it has been provided for.
9. If any other agreement concluded between the Parties contains stricter regulations regarding the exchange or protection of Classified Information, these regulations shall apply.

## **Article 6**

### **Transfer of Classified Information**

1. Classified Information shall be transferred by means of diplomatic or military couriers or by other means, approved in advance by the National Security Authorities / Competent Authorities in accordance with the laws and regulations in force in their states.
2. If transferred Classified Information is marked VRLO TAJNO / VISIŠKAI SLAPTAI / TOP SECRET or TAJNO / SLAPTAI / SECRET the Receiving Party shall confirm the receipt in writing. The receipt of other Classified Information shall be confirmed on request.
3. The Originating Party shall provide Classified Information to the Receiving Party in a form which is most suitable for its usage.

4. The Security and Intelligence Services of the Parties may directly exchange Classified Information in accordance with the laws and regulations in force in the states of the Parties.

## **Article 7**

### **Reproduction and Translation of Classified Information**

1. Information classified as TAJNO / SLAPTAI / SECRET or above shall be translated or reproduced only in exceptional cases upon prior written consent of the Originating Party.

2. All reproductions and translations of Classified Information shall be marked with the original markings. Such reproduced or translated information shall be protected in the same way as the original information. The number of reproductions or translations shall be limited to that required for official purposes.

## **Article 8**

### **Destruction of Classified Information**

1. Classified Information shall be destroyed after having been recognized as no longer necessary insofar as to prevent its reconstruction in whole or in part.

2. Information classified as VRLO TAJNO / VISIŠKAI SLAPTAI / TOP SECRET shall not be destroyed, except in cases referred to in paragraph 4 of this Article. Such Classified Information shall be returned to the Originating Party.

3. The Receiving Party shall notify the Originating Party about the destruction of information classified as TAJNO / SLAPTAI / SECRET.

4. In case of urgency, which makes it impossible to protect or return Classified Information generated or exchanged under this Agreement, the Classified Information shall be destroyed immediately. The Receiving Party shall notify the National Security Authorities of both Parties about this destruction as soon as possible.

## **Article 9**

### **Classified Contracts**

1. Classified Contracts shall be concluded and implemented in accordance with the laws and regulations in force in the states of the Parties.

2. Upon request the National Security Authority of the Receiving Party shall confirm that a proposed Contractor has been issued an appropriate Personnel or Facility Security Clearance. If the proposed Contractor does not hold an appropriate security clearance, the National Security Authority of the Originating Party may request the National Security Authority of the Receiving Party to issue the appropriate security clearance.

3. The National Security Authority in which state's territory the Classified Contract is to be performed, shall assume the responsibility for prescribing and administering security measures for the Classified Contract under the same standards and requirements that govern the protection of its own Classified Contracts.

4. A security annex shall be an integral part of each Classified Contract or sub-contract by which the Originating Party shall specify which Classified Information is to be released to the Receiving Party, which Classification Marking has been assigned to that information and the Contractor's obligations to protect the Classified Information. A copy of the security annex shall be sent to the National Security Authority of the Originating Party.

5. The Contractor's obligations to protect the Classified Information shall refer, at least, to the following:

- a) disclosure of Classified Information exclusively to individuals who are authorized in accordance with the laws and regulations in force in the states of the Parties to have access to Classified Information of the equivalent security classification level and who have a Need-to-know;
- b) transfer of Classified Information by the means in accordance with this Agreement;
- c) the procedures for communicating any changes that may arise in respect of Classified Information;
- d) usage of Classified Information under the Classified Contract only for the purposes related to the subject of the contract;
- e) strict adherence to the provisions of this Agreement related to the procedures for handling of Classified Information;
- f) the obligation to notify the Contractor's National Security Authority without delay of any actual or suspected Compromise related to the Classified Contract;
- g) release of Classified Information related to the Classified Contract to any entity which is not a party of the Classified Contract only upon prior written consent of the Originating Party.

6. It is not required to obtain a security clearance for Contractors that participate in Classified Contracts involving information classified as OGRANIČENO / RIBOTO NAUDOJIMO / RESTRICTED. Classified Contracts marked OGRANIČENO / RIBOTO NAUDOJIMO / RESTRICTED shall contain an appropriate security clause identifying the minimum measures for the protection of Classified Information. Confirmation of the National Security Authority that the proposed Contractor corresponds to national requirements established for handling Classified Information marked OGRANIČENO / RIBOTO NAUDOJIMO / RESTRICTED is required.

7. Sub-contractors engaged in Classified Contracts shall comply with the security requirements applied to the Contractors.

## **Article 10**

### **Visits**

1. Visits requiring access to information classified as POVJERLJIVO / KONFIDENCIALAI / CONFIDENTIAL and above are subject to prior permission by the National Security

Authority of the host Party. The permission shall be granted on the basis of a visit request by the National Security Authority of the visiting Party.

2. The request referred to in paragraph 1 of this Article shall be submitted at least 3 weeks prior to the visit and shall contain:

- a) visitor's name and surname, date and place of birth, citizenship;
- b) passport number or identity card number of the visitor;
- c) position of the visitor and name of the organization represented;
- d) level of the Personnel Security Clearance of the visitor;
- e) purpose, proposed working program and planned date of the visit;
- f) names of organizations and facilities requested to be visited;
- g) number of visits and period required;
- h) other data, agreed upon by the National Security Authorities.

3. Each Party shall guarantee the protection of personal data of the visitors in accordance with the laws and regulations in force in its state.

## **Article 11**

### **Compromise**

In case of actual or suspected Compromise, the National Security Authority of the Receiving Party shall, without delay, inform the National Security Authority of the Originating Party and, in accordance with the laws and regulations in force in the state of the Receiving Party, initiate appropriate proceedings, in order to determine the circumstances of the Compromise. The results of the proceedings shall be forwarded to the National Security Authority of the Originating Party.

## **Article 12**

### **Expenses**

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

## **Article 13**

### **Settlement of Disputes**

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



## **Article 14**

### **Final Provisions**

1. This Agreement shall enter into force on the date of receipt of the last written notification by which the Parties have informed 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. The amendments shall be the integral part of this Agreement. Such amendments shall enter into force in accordance with the provision of paragraph 1 of this Article.
3. This Agreement is concluded for an indefinite period of time. Either Party may denounce this Agreement by giving the other Party written notice through diplomatic channels. In that case, this Agreement shall terminate six months from the date on which the other Party has received the denunciation notice.
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, upon request, returned to the Originating Party.

Done in two originals, each in the Croatian, Lithuanian and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

Zagreb, 27<sup>th</sup> July 2017

Vilnius, 17<sup>th</sup> July 2017

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

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THE REPUBLIC OF LITHUANIA**